



AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WILTON MANORS FOR A DISBURSEMENT FROM THE BROWARD COUNTY TREE PRESERVATION TRUST FUND

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Wilton Manors, a municipal corporation ("City") (collectively referred to as the "Parties").

RECITALS

- A. City has submitted a request for funding to County for a project described in Exhibit A ("Services"). The request is labeled Phase 6 by City and is the sixth funding request City has submitted; and
- B. County has, through its Tree Preservation Trust Committee reviewed the plans submitted by City, approved the request, and recommends approval of the disbursement of funds from the Tree Preservation Trust Fund in an amount up to Twenty-Five Thousand Six Hundred Seventeen and Fifty Hundredths Dollars (\$25,617.50); and
- C. The Parties wish to enter into an Agreement to authorize and govern the disbursement of monies to finance the Services, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board**. The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator**. The Tree Preservation Program Manager.
- 1.3 **County Administrator**. The administrative head of County appointed by the Board.
- 1.4 **County Attorney**. The chief legal counsel for County appointed by the Board.
- 1.5 **Services**. All work required by City under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.
- 1.6 **Subconsultant** or **Subcontractor**. A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through City for all or any portion of the Services. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."

ARTICLE 2. SCOPE OF SERVICES

2.1 City shall perform all work identified in this Agreement including without limitation the Scope of Services described in Exhibit A. The Scope of Services stated in this Agreement is a description of City's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by City impractical, illogical, or unconscionable. City shall meet or exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services.

2.2 City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties ("effective date") and shall end eighteen (18) months after the effective date ("Initial Term"). The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of City required by this Agreement shall be completed no later than eighteen (18) months after the effective date. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.3 In the event County elects to extend the term of this Agreement beyond the Initial Term, City agrees that it shall continue to provide the Services upon the same terms and conditions as contained in this Agreement for such extended period, which shall not be more than three (3) months beyond the Initial Term. This option, if elected by County, shall be exercised by County's Purchasing Director by written notice stating the duration of the extended period which notice shall be provided to City at least thirty (30) calendar days prior to the end of the Initial Term.

ARTICLE 4. COMPENSATION

4.1 County will pay City up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
Services/Goods	\$25,617.50
TOTAL NOT TO EXCEED	\$25,617.50

Payment shall be made only for work actually performed and completed pursuant to this

Agreement, as set forth in Section 4.2, which amount shall be accepted by City as full compensation for all such work. City acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate City for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon City's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, City shall not be reimbursed for any expenses it incurs under this Agreement.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 City may submit an invoice for compensation after the Services have been completed. Completion of the Services includes County inspection of the tree plantings, correction of any issues noted by County, and County approval that the Services were completed before invoicing. An original invoice plus one copy shall be submitted no later than sixty (60) days after this Agreement expires or is otherwise terminated. The invoice shall designate the nature of the Services performed and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator. City shall submit with the invoice a Certification of Payments to Subcontractors and Suppliers ("Exhibit B"). The certification shall be accompanied by a copy of the notification sent to each Subcontractor and supplier listed on the form, explaining the good cause why payment has not been made. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless City demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier.

4.2.2 Any invoice by City shall be no more than the Total set forth in Exhibit A for the applicable Services.

4.2.3 County shall pay City within thirty (30) calendar days after receipt of City's proper invoice, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of City to comply with a term, condition, or requirement of this Agreement.

4.3 Subcontractors. City shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to County with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.

4.4 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld

shall not be subject to payment of interest by County.

4.5 Payment shall be made to City at the address designated for Notices under Section 9.9.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6. INSURANCE

6.1 City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

6.2 If City uses a Subcontractor, City shall ensure that each Subcontractor names "Broward County" as an additional insured under the Subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by either of the Parties. Termination for convenience by the Board or City shall be effective on the termination date stated in written notice provided to the other party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience by County, City shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. City acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by City, for County's right to terminate this Agreement for convenience.

7.4 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 9.1 of Article 9.

ARTICLE 8. EEO AND CBE COMPLIANCE

8.1 No party to this Agreement may 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.

City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by City to carry out any of the requirements of 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 under other applicable law, all such remedies being cumulative.

8.2 Although no County Business Enterprise goal has been set for this Agreement, County encourages City to give full consideration to the use of CBE firms to perform work under this Agreement.

8.3 By execution of this Agreement, City represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from City all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the joint property of County and City and, if a copyright is claimed, City grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement,

any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall be the joint property of County and City and copies shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.2 Public Records. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

- a. Keep and maintain public records required were County performing the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to County; and
- d. Upon termination of the Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required were County performing the service. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains public records upon termination of the Agreement, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of City to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement may be made directly to either Party, who will be responsible for responding to any such public records requests. The Parties will provide any requested records to each other to enable timely responses to the public records requests.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, PETER BURKE AT (954)519-1224, pburke@broward.org, 1 N. University Drive, #201, Plantation, FL 33324, OR FAITH LOMBARDO AT 2020 Wilton Drive, Wilton Manors, FL 33305; flombardo@wiltonmanors.com; 954-390-2120.

9.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of City and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

City and its Subcontractors 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 termination of this Agreement or until resolution of any audit findings, whichever is longer. 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.

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 this Section 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 County's audit shall be reimbursed to County by 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) days from presentation of County's findings to City.

City shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.4 Financial Statements and Management Letters. City shall provide a copy of City's audited financial statements and any applicable management letter(s) as well as City's response to any management letter(s). The audit of the financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year County funds are received and for each subsequent fiscal year until such time as all of County funds are expended.

City shall provide to County's Contract Administrator copies of a special report showing all revenues, by source, and all expenditures as set forth in the Scope of Services for the program being funded by this Agreement. The report shall specifically disclose any funds received which were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to County. If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with City's governing body.

City shall submit the documents required by this Section to County's Contract Administrator within one hundred twenty (120) days after the close of City's fiscal years in which City receives funds under this Agreement, unless otherwise approved by the Contract Administrator in writing.

9.5 Truth-In-Negotiation Representation. City's compensation 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.

9.6 Public Entity Crime Act. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether City has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to City under this Agreement.

9.7 Independent Contractor. City is an independent contractor under this Agreement. In providing Services under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.8 Third Party Beneficiaries. Neither City nor County intends 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.

9.9 Notices. In order 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 below unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Broward County Environmental Protection and Growth Management Department
Attn: Henry Sniezek, Director
Governmental Center, Room 329B
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: hsniezek@broward.org

FOR CITY:

Leigh Ann Henderson, City Manager
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305
Email address: lhenderson@wiltonmanors.com

9.10 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement, neither this Agreement nor any right or interest in this Agreement may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement. City represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.11 Conflicts. Neither City nor its employees shall 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 judgment and care related to its performance under this Agreement. None of City's 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 persons in any way

from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event City is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, City shall require such Subcontractors, by written contract, to comply with the provisions of this Section to the same extent as City.

9.12 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-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. County'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.

9.13 Compliance with Laws. City shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.14 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

9.16 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 or article of this Agreement, such reference is to the section or article 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 or article.

9.17 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 provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.18 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 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 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, CITY AND COUNTY 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.**

9.19 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and City or others delegated authority or otherwise authorized to execute same on their behalf.

9.20 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.21 HIPAA Compliance. It is expressly understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR Parts 160, 162, and 164 and related regulations. City is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), and City shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement for the purpose of complying with HIPAA. Where required, City shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of City's and County's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. City shall ensure that the requirements of this Section are included in all agreements with its Subcontractors.

9.22 Payable Interest

9.21.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in

furtherance thereof 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.

9.21.2 Rate of Interest. If, for whatever reason, 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, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.24 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.

9.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.26 Contingency Fee. City represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to City. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due City under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

9.27 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

(Remainder of Page 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 _____, 20____, and City, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By: _____
_____ day of _____, 20____

Insurance requirements approved by Broward County Risk Management Division:

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: Tim Crowley
Name: Tim Crowley
Title: Property Specialist

By: [Signature] 07/02/2018
Joseph K. Jarone (Date)
Assistant County Attorney

By: [Signature] 7/2/18
Maite Azcoitia (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WILTON MANORS FOR A
DISBURSEMENT FROM THE BROWARD COUNTY TREE PRESERVATION TRUST FUND

CITY

Attest:



Faith Lombardo
City Clerk

CITY OF WILTON MANORS


By



Gary Resnick, Mayor

th
25 day of May, 2018

By




Leigh Ann Henderson
City Manager

rd
23 day of May, 2018

APPROVED AS TO FORM:

By



Kerry L. Ezrol, Esq.
City Attorney

Exhibit A – Scope of Services

City of Wilton Manors Tree Trust Fund / Phase 6

Preliminary Estimate of Probable Costs

PROJECT SITE:	COMMON / BOTANICAL NAME	SIZE:	Quantity	Unit Cost	Total Cost
Public Works					
	Green Buttonwood (G.B.)	10' -12'	10	\$375.00	\$3,750.00
	<i>Conocarpus erectus</i>	30 Gal			
	Dahoon Holly (D.H.)	5' -6'	21	\$100.00	\$2,100.00
	<i>Ilex Cassine</i>	15 Gal			
West Side Streets					
	Crape Myrtle (Fuschia) (C.M.)	10' -12'	31	\$530.00	\$16,430.00
	<i>Lagerstroemia indica</i>	45 gal			
Tree Giveaway					
	Silver Buttonwood (S.B.)	3 Gal	50	\$4.75	\$237.50
	<i>Conocarpus erectus sericeus</i>				
	Florida Thatch Palm (F.T.)	3 Gal	50	\$12.50	\$625.00
	<i>Thrinax radiata</i>				
	Spanish Stopper (S.S.)	3 Gal	50	\$10.50	\$525.00
	<i>Eugenia foetida</i>				
	Wild Tamarind (W.T.)	3 Gal	50	\$9.50	\$475.00
	<i>Lysiloma latisiliquum</i>				
	Gumbo Limbo (G.L.)	3 Gal	50	\$9.50	\$475.00
	<i>Bursera simaruba</i>				
	Mango (M)	3 Gal	50	\$20.00	\$1,000.00
	<i>Mangifera indica</i>				

Total: \$25,617.50

Requirements for Public Works and West Side Street Project Sites:

- 1) Landscape contractor shall install all trees indicated above and provide all mulch, fertilizing, and watering.
- 2) Landscape contractor shall provide all watering.
 - A)***Supplemental initial watering will be for at least the "first" 45 days at three times a week. This will be coordinated with the revised irrigation system by the general contractor.
 - B) Landscape contractor shall provide periodic site inspections to review the condition of plantings.
- 3) Price should include a one year guarantee of survival of the tree.
- 4) Tree selection, location and installation shall be supervised by City staff.

Public Works Project Site



Property Id: 494226000390

October 28, 2015

QUAN	SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
10	GB	GREEN BUTTONWOOD	CONOCARPUS ERECTUS	14"-16" HTG.
21		DAHONIA HOLLY	ILEX CASSINE	5'-6" HTG.

Broward County Property Appraiser

West Side Street Project Site
Street Tree Address List for Wilton Manors Tree Trust Fund Phase 6

<u>Address Where C.M. Trees Planted</u>	<u>Number of C.M. Trees to Be Planted at Location</u>
2117 N Andrews Ave.	2
119 NW 21 st Ct.	2
2130 NW 3 rd Ave.	3
2117 NW 3 rd Ave.	2
309 NW 21 st Ct.	2
2131 NW 2 nd Ave.	2
2124 NW 3 rd Ave.	1
300 NW 21 st Ct.	2
408 NW 21 st Ct.	2
416 NW 21 st Ct.	2
2124-2120 NW 2 nd Ave.	1
2125 NW 2 nd Ave.	1
200 NW 21 st St.	1
208 NW 21 st St.	1
224 NW 21 st St.	1
2108 NW 3 rd Ave.	1
2208 NW 3 rd Ave.	1
301 NW 20 th St.	1
2009 NW 3 rd Ave.	1
300 NW 21 st St.	1
2201 NW 3 rd Ave.	1

EXHIBIT B
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract No. _____

Project Title _____

The undersigned City hereby swears under penalty of perjury that:

1. City has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.1 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of City.

Dated _____, 20__

City

By _____

(Signature)

By _____

(Name and Title)

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment; printed/typed/stamped)

My commission expires: