

PROPOSED

RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING THE ALLOCATION OF \$7,500 TO THE CITY OF FORT LAUDERDALE FROM THE SAFE PARKS AND LAND PRESERVATION BOND PROGRAM FUNDS (“PARK BOND FUNDS”); APPROVING THE ALLOCATION OF \$7,500 TO THE CITY OF LIGHTHOUSE POINT FROM THE PARK BOND FUNDS; APPROVING THE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR GRANT FUNDS TO FINANCE THE 9/11 MEMORIAL AT THE RIVERWALK IN FORT LAUDERDALE; APPROVING THE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LIGHTHOUSE POINT FOR GRANT FUNDS TO FINANCE PLAYGROUND EQUIPMENT AT DAN WITT PARK; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

(Sponsored by Commissioner Chip LaMarca)

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;

WHEREAS, on November 7, 2017, the Board of County Commissioners of Broward County, Florida (the “Board”), approved the allocation of Fifteen Thousand Dollars (\$15,000) to the City of Lighthouse Point from the discretionary funds allocated to District 4 (the “District”) through the Park Bond Program in order to help fund a Heroes Memorial Shrine at the Frank McDonough Park in Lighthouse Point, Florida (“Prior Project”);

WHEREAS, County staff subsequently determined that the Prior Project could not be funded by the Park Bond Program;

1 WHEREAS, Commissioner LaMarca desires to reallocate the Fifteen Thousand
2 Dollars (\$15,000) of the District's discretionary funds from the Park Bond Program
3 ("Remaining Funds") to help fund other projects within the District;

4 WHEREAS, Broward County ("County") and the City of Fort Lauderdale desire to
5 enter into an agreement to allocate Seven Thousand Five Hundred Dollars (\$7,500) of
6 the Remaining Funds to the City of Fort Lauderdale to help finance the 9/11 Memorial at
7 the Riverwalk in Fort Lauderdale, Florida;

8 WHEREAS, on August 21, 2018, the City Commission of the City of Fort
9 Lauderdale adopted Resolution No. 18-146, which approved and authorized the
10 execution of the Agreement between Broward County and City of Fort Lauderdale for
11 Grant Funds to Finance the 9/11 Memorial at the Riverwalk in Fort Lauderdale ("Fort
12 Lauderdale Agreement"), attached hereto and made a part hereof as Attachment 1.

13 WHEREAS, the County and the City of Lighthouse Point desire to enter into an
14 agreement to allocate Seven Thousand Five Hundred Dollars (\$7,500) of the Remaining
15 Funds to the City of Lighthouse Point to help finance the playground equipment at Dan
16 Witt Park in Lighthouse Point, Florida;

17 WHEREAS, on September 12, 2018, the City Commission of the City of
18 Lighthouse Point adopted Resolution No. 2018-2223, which approved and authorized the
19 execution of the Agreement between Broward County and City of Lighthouse Point for
20 Grant Funds to Finance Playground Equipment at Dan Witt Park
21 ("Lighthouse Point Agreement"), attached hereto and made a part hereof as
22 Attachment 2; and

23 WHEREAS, the Board has determined that allocating the Remaining Funds to the
24 City of Fort Lauderdale and the City of Lighthouse Point, and approving the execution of

1 the Fort Lauderdale Agreement and the Lighthouse Point Agreement, serve a public
2 purpose and are in the best interest of the County, NOW, THEREFORE,

3
4 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
5 BROWARD COUNTY, FLORIDA:

6
7 Section 1. The recitals set forth in the preamble to this Resolution are true,
8 accurate, and incorporated by reference herein as though set forth in full hereunder.

9
10 Section 2. The Board hereby approves the allocation of \$7,500 of the
11 Remaining Funds to the City of Fort Lauderdale to help finance the 9/11 Memorial at the
12 Riverwalk in Fort Lauderdale, Florida.

13
14 Section 3. The Board hereby approves the allocation of \$7,500 of the
15 Remaining Funds to the City of Lighthouse Point to help finance the playground
16 equipment at Dan Witt Park in Lighthouse Point, Florida.

17
18 Section 4. The Board authorizes the Mayor or Vice-Mayor to execute the Fort
19 Lauderdale Agreement, attached hereto as Attachment 1, and the County Administrator
20 to attest to the execution.

21
22 Section 5. The Board authorizes the Mayor or Vice-Mayor to execute the
23 Lighthouse Point Agreement, attached hereto as Attachment 2, and the County
24 Administrator to attest to the execution.

1 Section 6. Severability.

2 If any portion of this Resolution is determined by any court to be invalid, the invalid
3 portion will be stricken, and such striking will not affect the validity of the remainder of this
4 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
5 legally applied to any individual, group, entity, property, or circumstance, such
6 determination will not affect the applicability of this Resolution to any other individual,
7 group, entity, property, or circumstance.

8
9 Section 7. Effective Date.

10 This Resolution is effective upon adoption.

11
12 ADOPTED this _____ day of _____, 2018.

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

15
16 By /s/ Irma Qureshi 09/20/18
Irma Qureshi (date)
17 Assistant County Attorney

PROPOSED

18
19 By /s/ Annika Ashton 09/20/18
Annika Ashton (date)
20 Senior Assistant County Attorney

**AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF FORT LAUDERDALE
FOR
GRANT FUNDS TO FINANCE THE 9/11 MEMORIAL AT
THE RIVERWALK IN FORT LAUDERDALE**

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 Fort Lauderdale, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("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 SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00) to the City from the Park Bond Program to help finance the 9/11 Memorial at the Riverwalk in the City of Fort Lauderdale, 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 the Riverwalk in the City of Fort Lauderdale, 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 one (1) year 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, SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00) 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 the 9/11 Memorial 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, and caused by the negligent or wrongful act or omission of the City or its officers, employees, or agents (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 (1) 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:

Lee Feldman
City Manager
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
(954) 828-5013
Email Address: Lfeldman@fortlauderdale.gov

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 to 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, un compounded.

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 _____, 20____, and CITY OF FORT LAUDERDALE, signing by and through its _____, 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: CPounall 09/20/18
Name: Colleen Pounall
Title: Risk Analyst

By: Irma Qureshi 9/20/18
Irma Qureshi (Date)
Assistant County Attorney

By: Annika E. Ashton 9/20/18 for
Annika E. Ashton (Date)
Senior Assistant County Attorney

IQ/mdw
7/31/18
Park Grant Agreement - 9/11 Memorial in City of Fort Lauderdale

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE
FOR GRANT FUNDS TO FINANCE THE 9/11 MEMORIAL AT THE RIVERWALK IN
FORT LAUDERDALE.**

ATTEST:



JEFFREY A. MODARELLI
CITY CLERK

CITY

BY:



LEE R. FELDMAN
CITY MANAGER

(SEAL)

APPROVED AS TO FORM

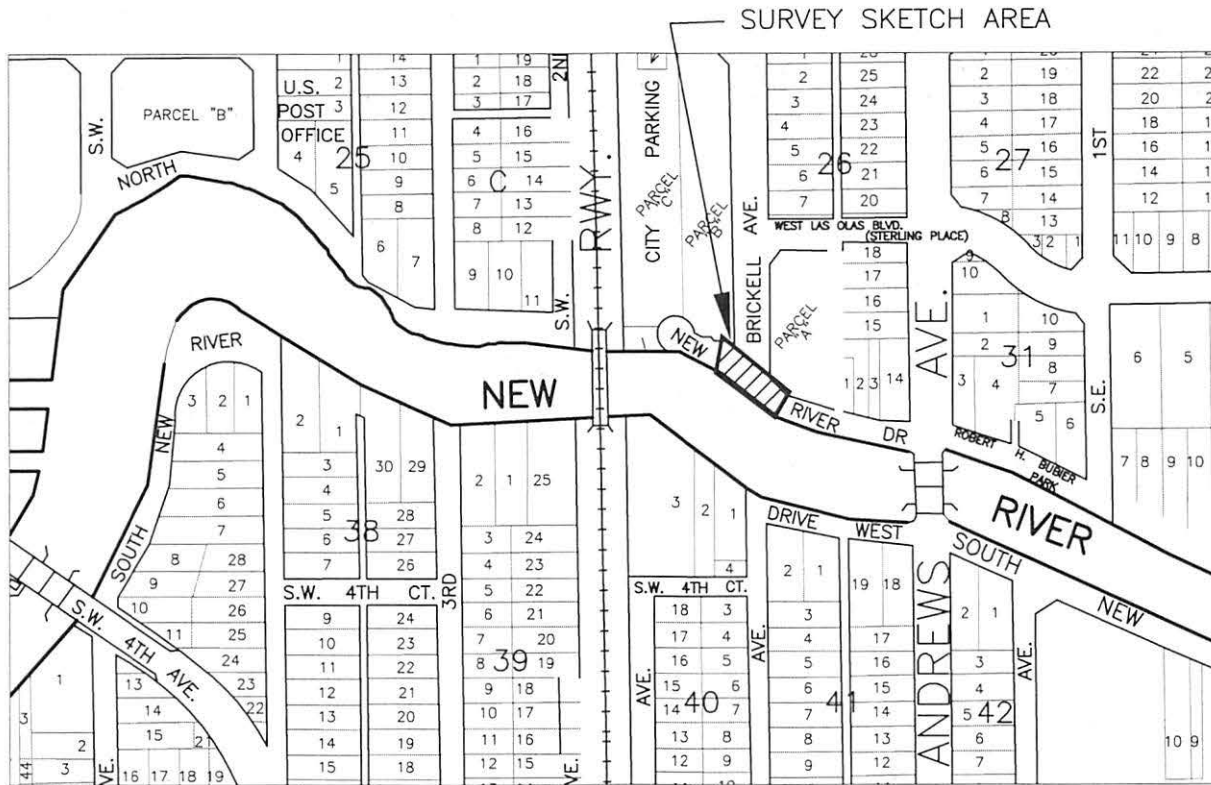


ALAIN E. BOILEAU
INTERIM CITY ATTORNEY



SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY



LOCATION MAP NOT TO SCALE

DESCRIPTION: MONUMENT EASEMENT

A PORTION OF RIVERWALK (FORMERLY NORTH NEW RIVER DRIVE, AKA RIVER STREET PER PLAT) LYING SOUTH OF BRICKELL AVENUE OF THE "TOWN OF FORT LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "B", PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL "A" "BRICKELL REDEVELOPMENT PLAT" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 147, PAGE 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 04°13'11" EAST, A DISTANCE OF 56.23 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2.25 FEET, A CENTRAL ANGLE OF 157°32'54" AND ARC LENGTH OF 6.19 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 54°47'20" WEST A DISTANCE OF 99.43 FEET; THENCE NORTH 67°00'03" WEST A DISTANCE OF 31.75 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2.00 FEET, A CENTRAL ANGLE OF 164°09'09" AND ARC LENGTH OF 5.73 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 107.93 FEET, A CENTRAL ANGLE OF 21°32'37" AND ARC LENGTH OF 40.58 FEET TO POINT OF REVERSE CURVATURE ON THE ARC OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.32 FEET, A CENTRAL ANGLE OF 93°41'50" AND ARC LENGTH OF 70.32 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.63 FEET, A CENTRAL ANGLE OF 15°49'32" AND ARC LENGTH OF 44.37 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA,

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SAID PARCEL "A"

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER
NO.6490 STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
MONUMENT EASEMENT		
SKETCH AND DESCRIPTION		
RIVERWALK		
BY: M.D.	ENGINEERING	DATE:05/04/18
CHK'D M.D.	DIVISION	SCALE:1"=20'

SKETCH AND DESCRIPTION

BRICKELL REDEVELOPMENT PLAT
P.B. 147 PAGE 27
PARCEL B

RIVERWALK
(NORTH NEW RIVER DRIVE
AKA RIVER STREET PER PLAT)
P.B. "B" PAGE 40

ORDINANCE C-88-17
(BRICKELL AVE.
P.B."B" PAGE 40)

BRICKELL REDEVELOPMENT PLAT
P.B. 147 PAGE 27
PARCEL A



EASEMENT AREA

RADIUS=2.00'
L= 5.73
Δ=164°09'09"

N 67°00'03" W
31.75'

RADIUS=107.93'
L= 40.58
Δ=21°32'37"

RADIUS=70.32'
L= 70.32
Δ=93°41'50"

N 54°47'20" W
99.43'

RADIUS=160.63'
L= 44.37
Δ=15°49'32"

S 02°08'19" E
(BASIS OF BEARINGS)

P.O.C.
SW CORNER
PARCEL A

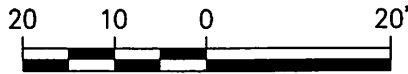
S 04°13'11" E
56.23'

NEW RIVER

P.O.B.

RADIUS=2.25'
L= 6.19
Δ=157°32'54"

1"=20'-0"



THIS IS NOT A SURVEY

PAGE 2 OF 2

LEGEND	
P.O.B.	DENOTES POINT OF BEGINNING
P.B.	DENOTES PLAT BOOK
P.O.C.	DENOTES POINT OF COMMENCEMENT
R/W	DENOTES RIGHT-OF-WAY

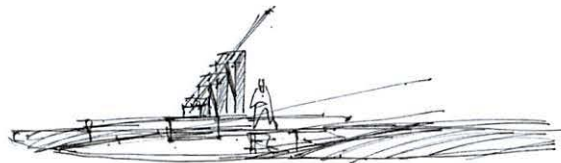
CITY OF FORT LAUDERDALE		
MONUMENT EASEMENT		
SKETCH AND DESCRIPTION		
RIVERWALK		
BY: M.D.	ENGINEERING	DATE: 05/04/18
CHK'D M.D.	DIVISION	SCALE: 1"=20'

PLOT

EXHIBIT B
FUNDED ITEMS AND BOND REQUIREMENTS

1. **Description.** The Funded Items shall consist of the 9/11 Memorial and its components for the Riverwalk in Fort Lauderdale, 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:

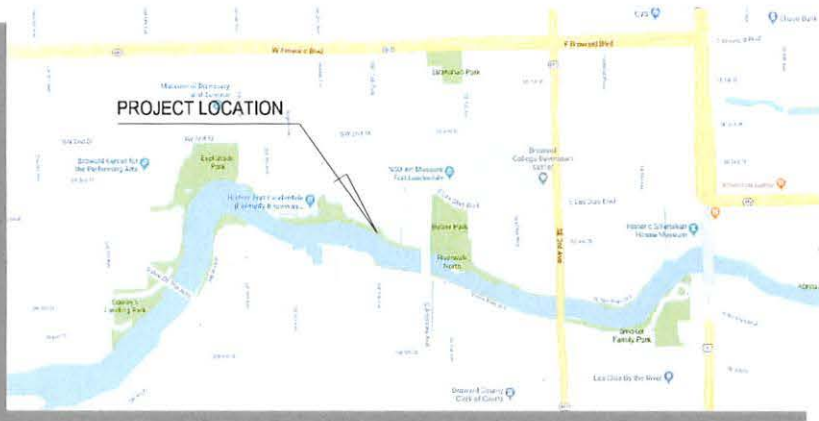
- A. All Grant Funds are to be paid on a reimbursement basis pursuant to the requirements of Section 4 of this Agreement.
- B. The Funded Items shall be open to the public, and all City residents and non-City residents shall have access to, and use of, the Funded Items on equal terms and conditions. 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.



9.11 MEMORIAL

FT. LAUDERDALE, FL

SCHEMATIC DESIGN DRAWINGS
February 14th, 2018



Client:
RIVERWALK TRUST
888 EAST LAS OLAS BLVD
SUITE 210
FORT LAUDERDALE, FL 33301



Project Name
9.11 MEMORIAL
FT. LAUDERDALE, FL

edsa
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301
TEL: 954-524-3330
WWW.EDSA.COM

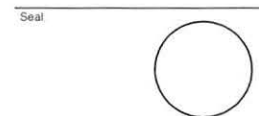
Consultants

Site Map

Rev	Date	Description	By
△			
△			
△			
△			
△			

Date	2/14/2018
Designed By	CP
Drawn By	CP
Approved By	RMD
Project No	019999

Scale



Project Phase
SCHEMATIC DESIGN

Sheet Title

Sheet Number

L-000

PREPARED FOR:



888 East Las Olas Boulevard, Suite 210
Fort Lauderdale, FL 33301

PREPARED BY:



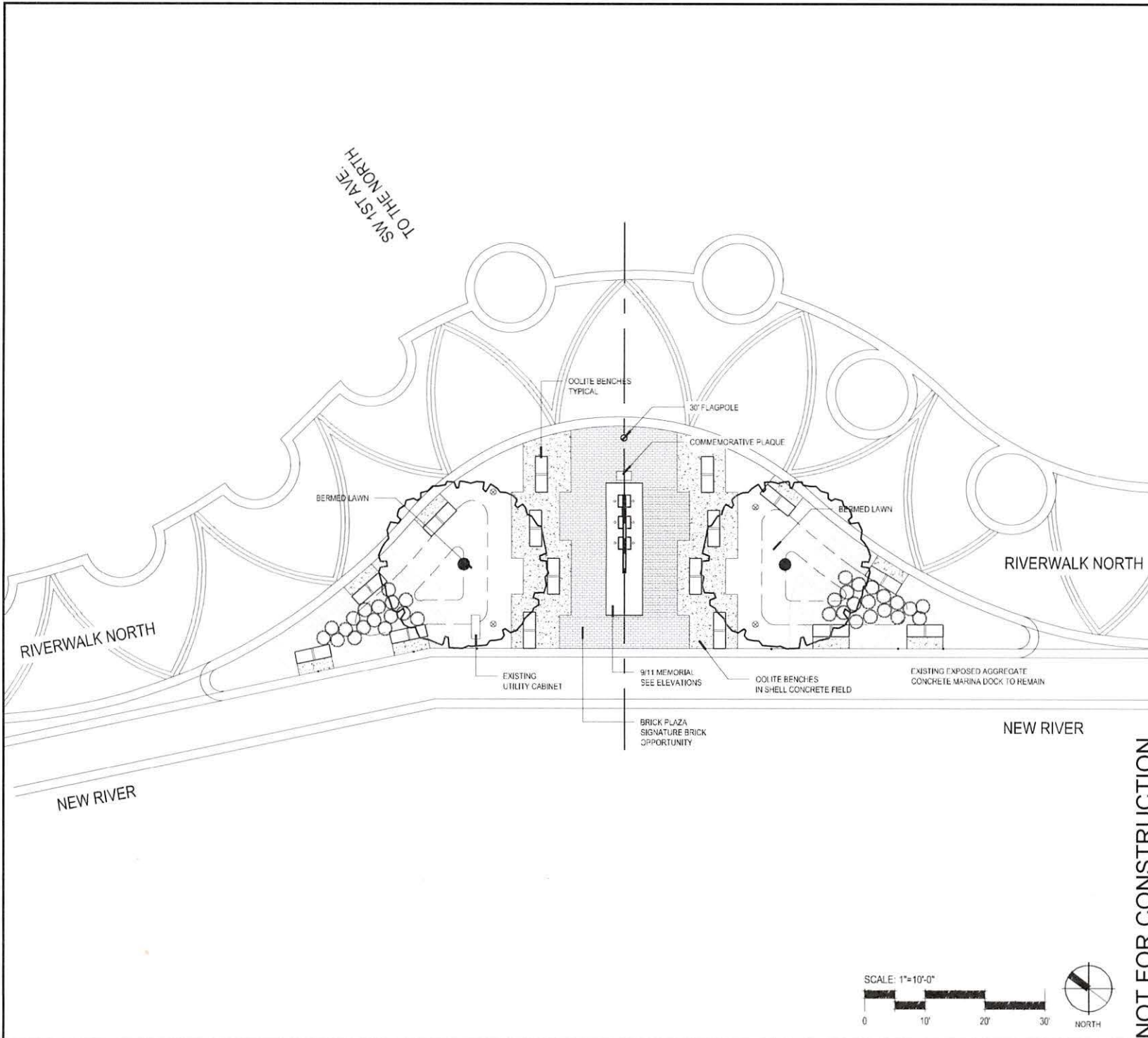
LANDSCAPE ARCHITECT
EDSA

1512 East Broward Boulevard, Suite 110
Fort Lauderdale, FL 33301
T: 954-524-3330

INDEX OF DRAWINGS


SHEET NO.	SHEET NAME
LANDSCAPE ARCHITECTURE DRAWINGS:	
L-1.00	OVERALL PLAN
L-1.01	RENDERINGS
L-1.02	ELEVATION
L-1.03	ELEVATIONS
L-1.04	ELEVATIONS
L-2.00	LAYOUT PLAN
L-3.00	PLANTING PLAN
L-4.00	LIGHTING PLAN

NOT FOR CONSTRUCTION



Client
RIVERWALK TRUST
888 EAST LAS OLAS BLVD
SUITE 210
FORT LAUDERDALE, FL 33301



Project Name

9.11 MEMORIAL
FT. LAUDERDALE, FL

 1912 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FL 33304 USA
TEL: 954.848.3330
WWW.EDSAFL.COM

Consultants

Site Map

Rev	Date	Description	By
Δ			
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Δ			

Date: 2/14/2018
Designed By: CP
Drawn By: CP
Approved By: RMD
Project No: 019999
Scale:

Seal: 

Project Phase:
SCHEMATIC DESIGN

Sheet Title:
OVERALL PLAN

Sheet Number:

L-1.00



1 DAY VIEW
RENDERING

NTS



2 NIGHT BIRDS EYE VIEW
RENDERING

NTS

Client
RIVERWALK TRUST
888 EAST LAS OLAS BLVD
SUITE 210
FORT LAUDERDALE, FL 33301



Project Name

9.11 MEMORIAL
FT. LAUDERDALE, FL



1512 W. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954 524 3330
WWW.EDSA.COM

Consultants

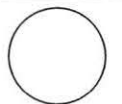
Site Map

Rev	Date	Description	By
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Δ			

Date: 2/14/2015
Designed By: CP
Drawn By: CP
Approved By: RMD
Project No: 019999

Scale:

Seal



Project Phase
SCHEMATIC DESIGN

Sheet Title
RENDERINGS

Sheet Number

L-1.01

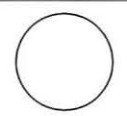
NOT FOR CONSTRUCTION

Rev.	Date	Description	By
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Date	2/14/2018
Designed By	CP
Drawn By	CP
Approved By	RMD
Project No.	019999

Scale

Seal

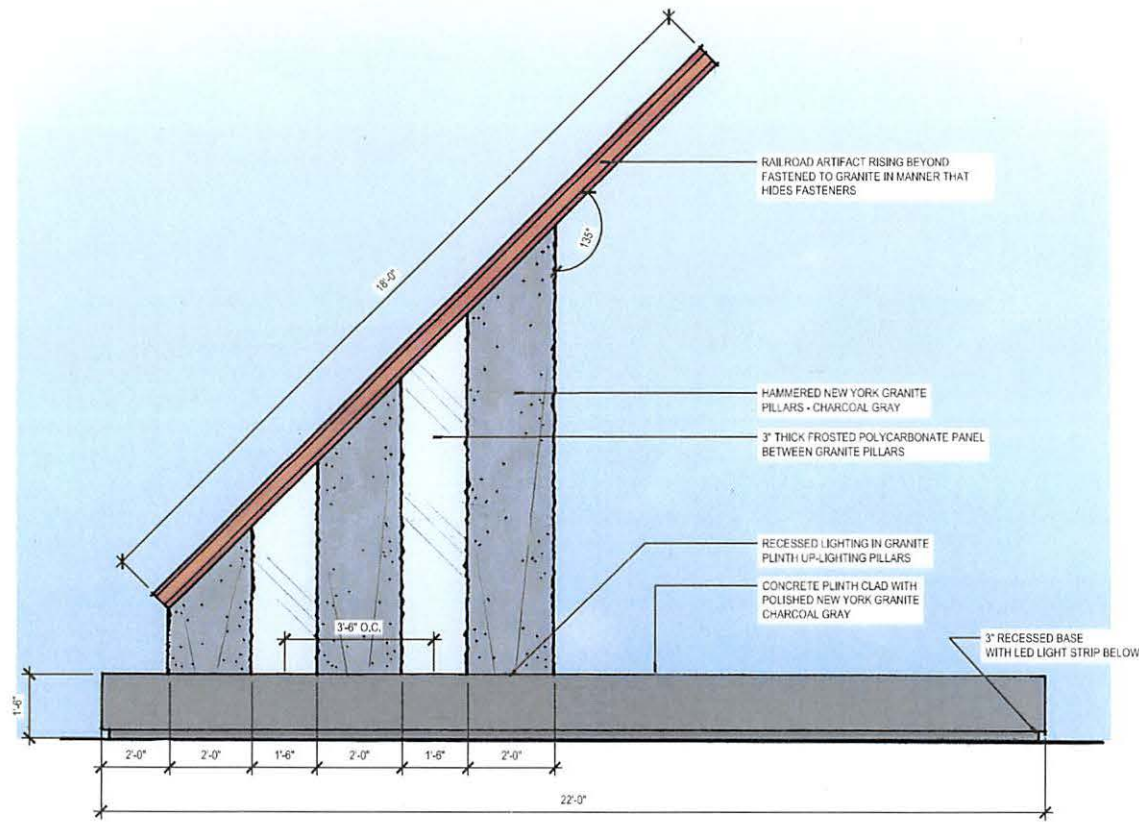


Project Phase
SCHEMATIC DESIGN

Sheet Title:
SECTIONS & ELEVATIONS

Sheet Number

L-1.02



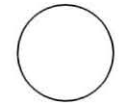
1 MEMORIAL - WEST ELEVATION
 ELEVATION SCALE: 1/2"=1'-0"

NOT FOR CONSTRUCTION

Rev	Date	Description	By
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Date	2/14/2015
Designed By	CP
Drawn By	CP
Approved By	RMD
Project No	019999
Scale	

Seal



Project Phase

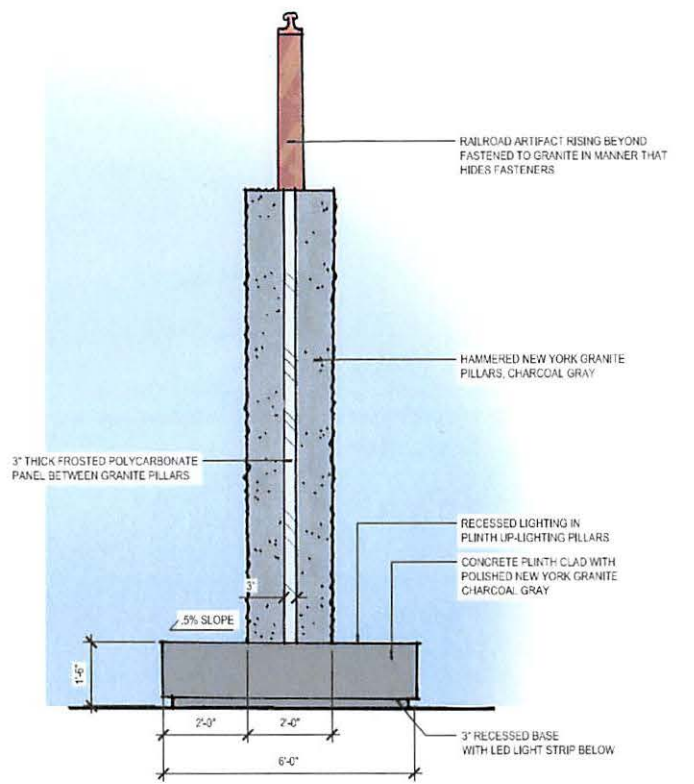
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Sheet Title

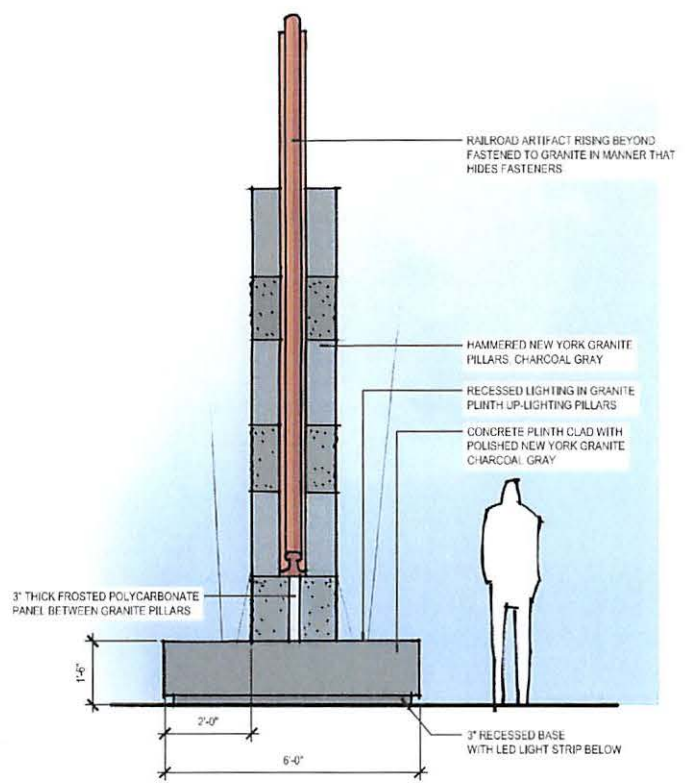
SECTIONS & ELEVATIONS

Sheet Number

L-1.03



1 MEMORIAL - SOUTH ELEVATION
 ELEVATION SCALE: 1/2"=1'-0"



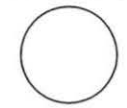
2 MEMORIAL - NORTH ELEVATION
 ELEVATION SCALE: 1/2"=1'-0"

NOT FOR CONSTRUCTION

Rev	Date	Description	By
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Δ			
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Date	2/14/2018
Designed By	CP
Drawn By	CP
Approved By	RMD
Project No	019999
Scale	

Seal



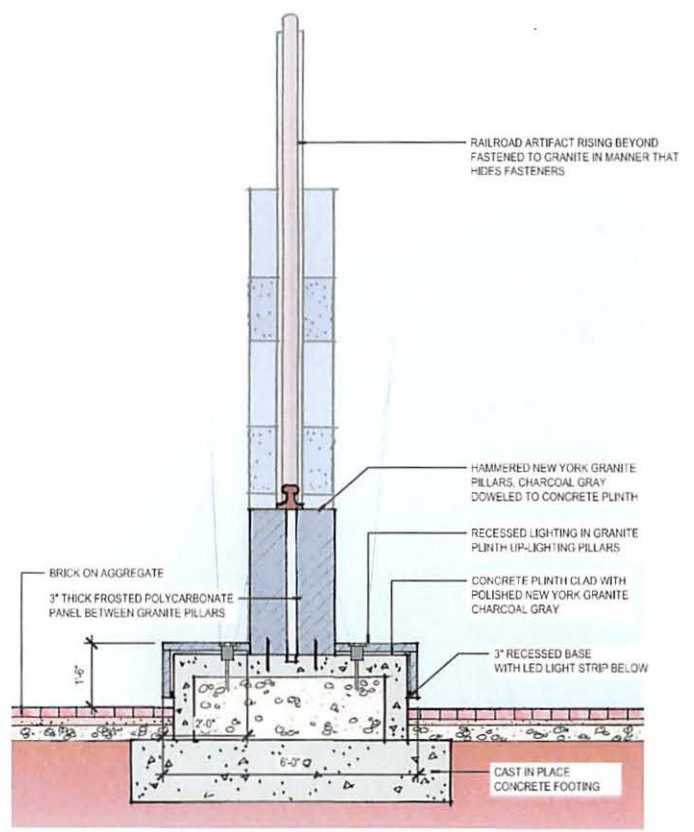
Project Phase
SCHEMATIC DESIGN

Sheet Title
SECTIONS & ELEVATIONS

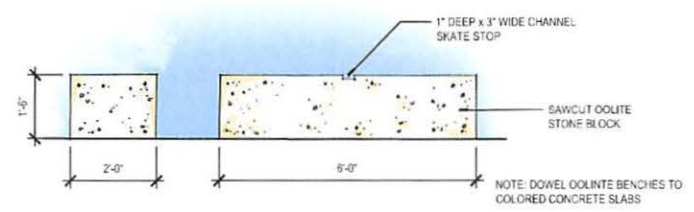
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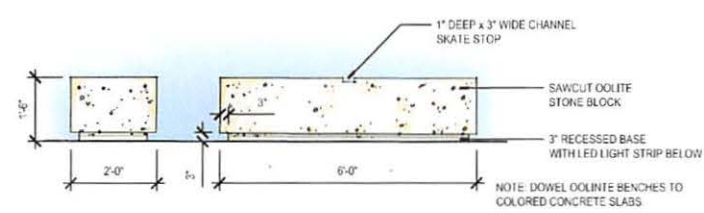
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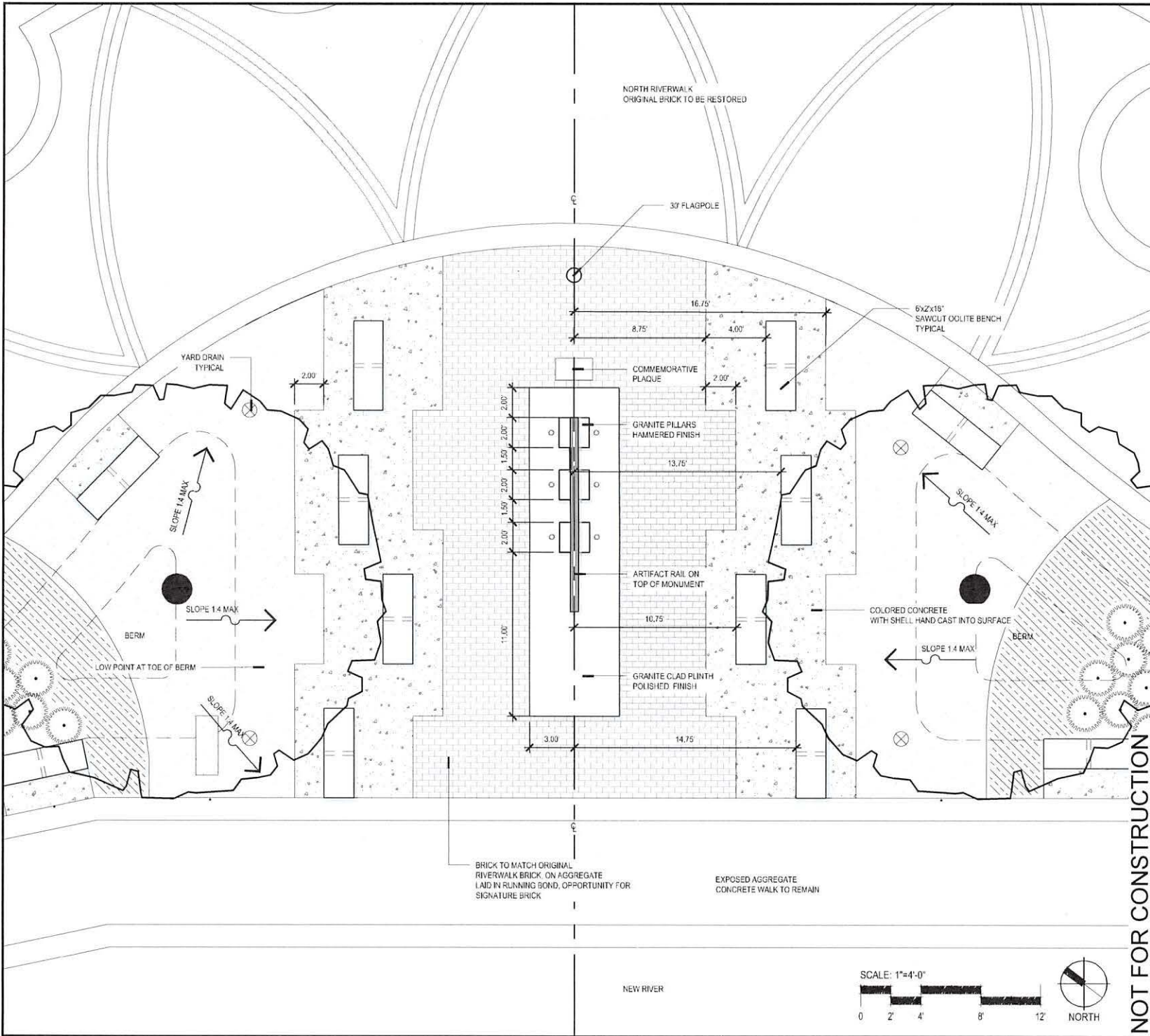
1 MEMORIAL - SECTION DETAIL
 ELEVATION SCALE: 1/2"=1'-0"



2 OOLITE BENCH (1)
 SECTION SCALE: 1/2"=1'-0"



3 OOLITE BENCH (2)
 SECTION SCALE: 1/2"=1'-0"



Client
 RIVERWALK TRUST
 888 EAST LAS OLAS BLVD
 SUITE 210
 FORT LAUDERDALE, FL 33301



9.11 MEMORIAL
 FT. LAUDERDALE, FL

1912 F. BROWARD BOULEVARD, SUITE 110
 FORT LAUDERDALE, FLORIDA 33301 USA
 TEL: 954 524 3330
 WWW.EDSA.COM

Consultants

Site Map

Rev	Date	Description	By
△			
△			
△			
△			

Date: 2/14/2015
 Designed By: CP
 Drawn By: CP
 Approved By: RMD
 Project No: 015999
 Scale:



Project Phase:
SCHEMATIC DESIGN

Sheet Title:
LAYOUT PLAN

Sheet Number:

L-2.00



NOT FOR CONSTRUCTION

Rev	Date	Description	By
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Date	2/14/2016
Designed By	CP
Drawn By	CP
Approved By	RMD
Project No	015999
Scale	

Seal

Project Phase

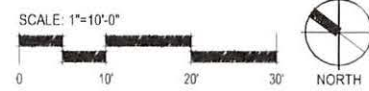
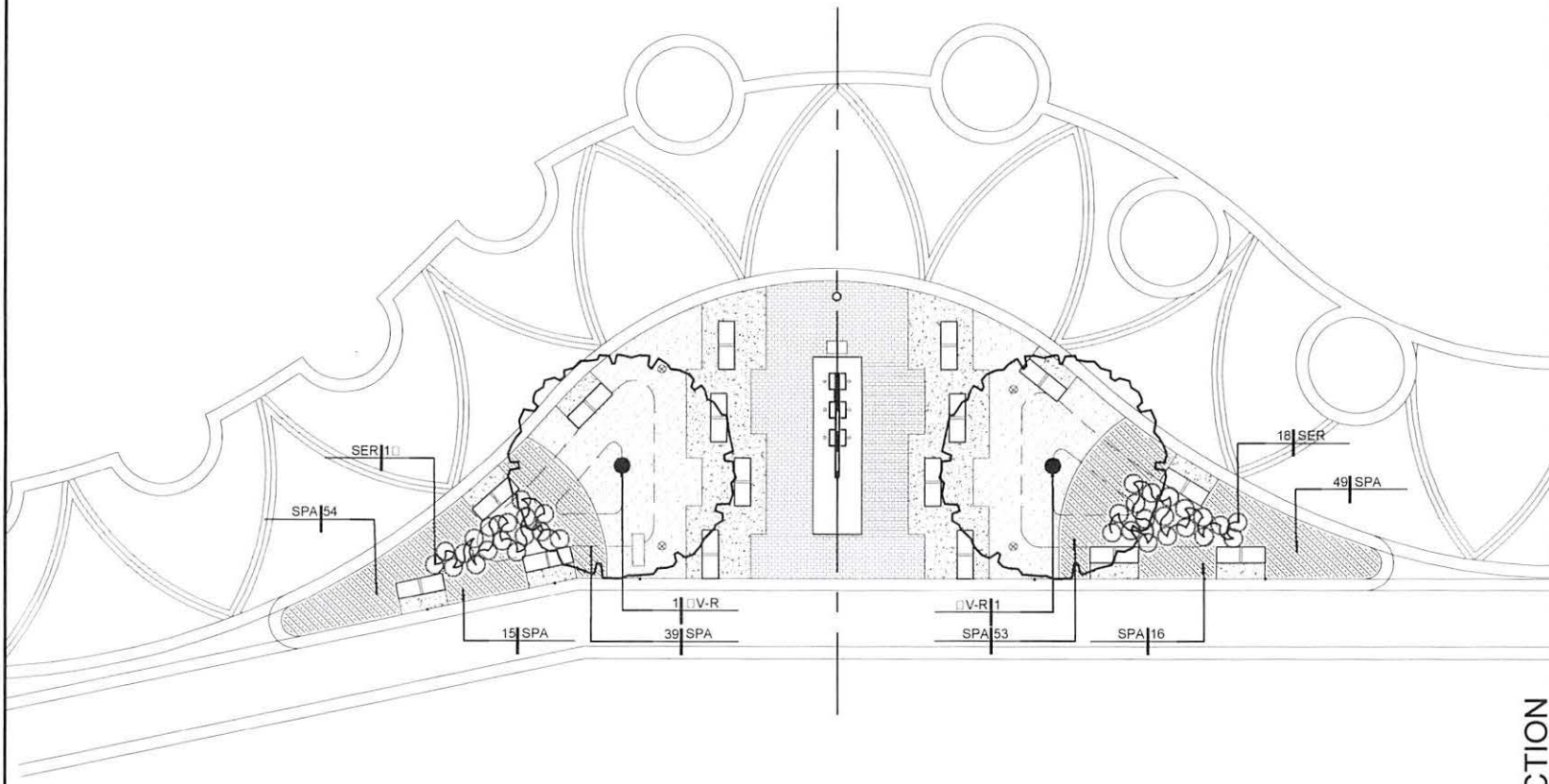
SCHEMATIC DESIGN

Sheet Title

PLANTING PLAN

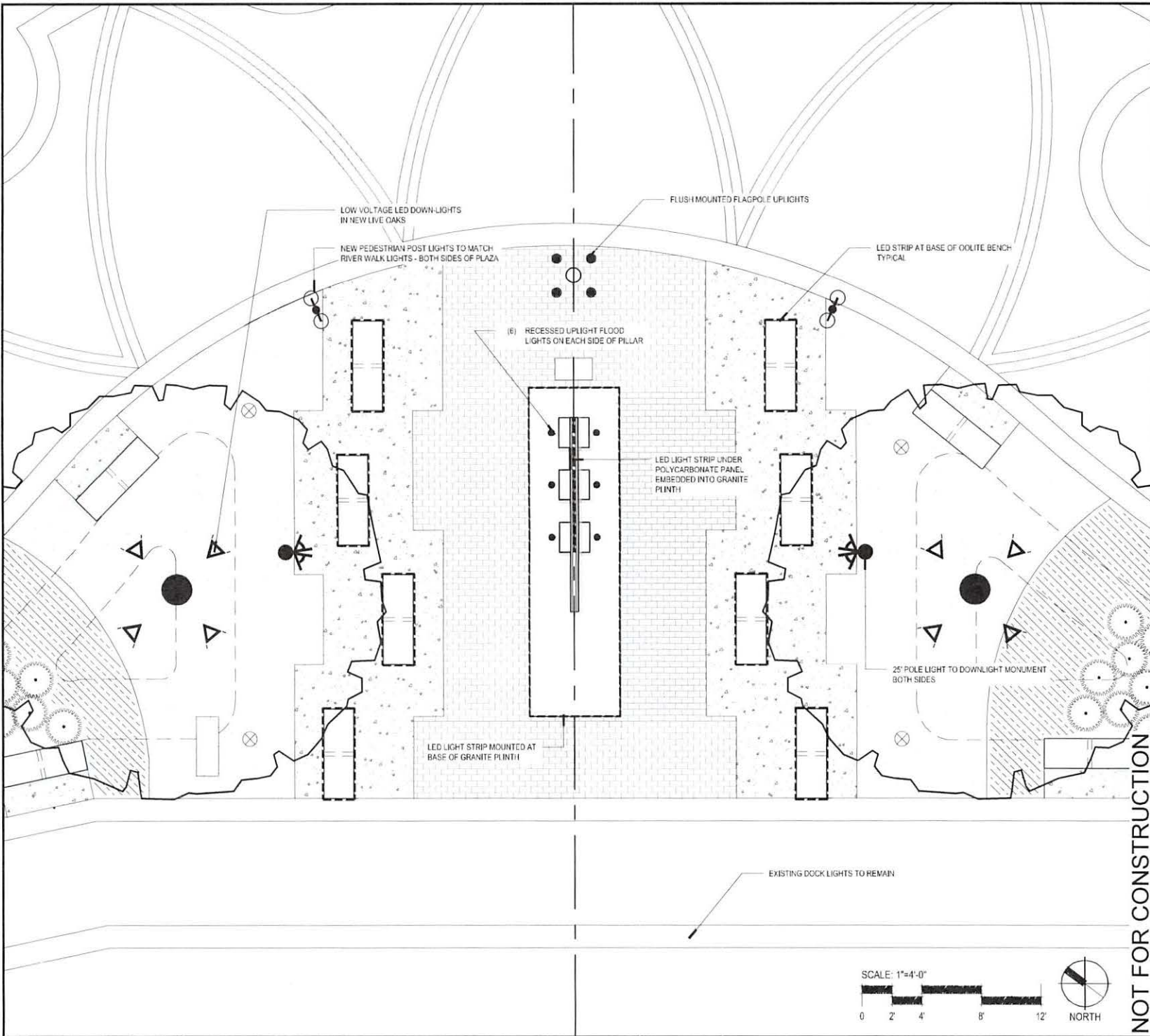
Sheet Number

L-3.00



9/11 MEMORIAL PLANT LIST						2.14.16
TREES	Quantity	Botanical Name	Common Name	Minimum Container	Remarks	
QV-R	2	Quercus virginiana	Southern Live Oak	Relocated	Donated Specimens	
SHRUBS	Quantity	Botanical Name	Common Name	Minimum Container	Size	
SER	35	Serenoa repens 'Silver'	Silver Saw Palmetto	15 Gal	24" x 24"	
GROUND COVERS	Quantity	Botanical Name	Common Name	Minimum Container	Size	Spacing
SPA	226	Spartina bakeri	Sand Cord Grass	1 Gal	18" Ht.	18" O.C.

NOT FOR CONSTRUCTION



Client
 RIVERWALK TRUST
 888 EAST LAS OLAS BLVD
 SUITE 210
 FORT LAUDERDALE, FL 33301



Project Name

9.11 MEMORIAL
 FT. LAUDERDALE, FL

edsa
 1912 S. BROWARD BOULEVARD, SUITE 110
 FORT LAUDERDALE, FLORIDA 33311 USA
 TEL: 954.824.3330
 www.edsa.com

PLANNING LANDSCAPE ARCHITECTURE + DESIGN
 Consultants

Site Map

Rev	Date	Description	By
Δ			
Δ			
Δ			
Δ			

Date: 2/14/2015
 Designed By: CP
 Drawn By: CP
 Approved By: RMD
 Project No: 015999
 Scale:

Seal

Project Phase
 SCHEMATIC DESIGN

Sheet Title
LIGHTING PLAN

Sheet Number

L-4.00



NOT FOR CONSTRUCTION

City of Fort Lauderdale / Riverwalk Trust 9 11 Memorial on Riverwalk
Preliminary Estimate of Construction Cost
EDSA - 8.15.2017

Description	Qty	Unit	Unit Cost	Total	Notes
1 General Demolition & Site Prep					
A Remove temporary bricks	1,500	SF	\$3.00	\$4,500.00	
B Remove Shrub Beds and Soil	1,600	SF	\$3.00	\$4,800.00	
C Remove Coconut Palms	5	EA	\$750.00	\$3,750.00	City
D Trace and Cap Irrigation in work area	1	LS	\$500.00	\$500.00	City
E Adjust utilities - marine power, fire, irrigation	1	LS			City
				Subtotal =	\$13,550.00
2 Hardscape					
A Exposed aggregate concrete plaza edges and bench pads	800	SF	\$15.00	\$12,000.00	
B Riverwalk Brick on sand & limerock central plaza	625	SF	\$18.00	\$11,250.00	
C CMU artifact base, 4'w x 4' h x 22' long on spread footing	88	SF	\$75.00	\$6,600.00	
D Artifact base granite cladding	200	SF	\$35.00	\$7,000.00	
E Artifact monolithic granite supports	6	EA	\$2,000.00	\$12,000.00	
F 3" thick acrylic spline 4' x 12'	48	SF	\$300.00	\$14,400.00	
G Monolithic keystone bench, 24"w x 18" h x 72" long	16	EA	\$1,000.00	\$16,000.00	
H Flagpole and footing, 30' h stainless steel w/locking halyard	1	EA	\$5,000.00	\$5,000.00	
I					
				Subtotal =	\$102,050.00
3 Landscape					
A Specimen Live Oak 30' ht x 20' spr	2	EA	\$4,000.00	\$8,000.00	
B Shrub Planting including excavation, grading, soil and mulch	300	SF	\$12.00	\$3,600.00	
C Paspalum Sod	500	SF	\$2.00	\$1,000.00	
D Excavate and replace soil in landscape areas 18" deep / finish grade	110	CY	\$20.00	\$2,200.00	
E Irrigation, including mist heads on Oaks	1,600	SF	\$2.00	\$3,200.00	
				Subtotal =	\$18,000.00
4 Infrastructure					
A Landscape Lighting - low voltage uplights / downlights	1	LS	\$4,000.00	\$4,000.00	
B Feature Lighting- 18' post w/ 3 aimable spot / flood fixtures	2	EA	\$5,000.00	\$10,000.00	
C LED floor lights / lights under acrylic spline	12	EA	\$500.00	\$6,000.00	
				Subtotal =	\$20,000.00
Site Work / Landscape Subtotal				\$153,600.00	

Subtotal	\$153,600.00
Contingency (15%)	\$23,040.00
Total	\$176,640.00

EXHIBIT C
CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF BROWARD

Pursuant to that certain Agreement between Broward County and City of Fort Lauderdale for Grant Funds to Finance the 9/11 Memorial at the Riverwalk in Fort Lauderdale ("Agreement"), dated _____, 20____, the City of Fort Lauderdale, 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 Fort Lauderdale has executed this Certificate of Ownership and Dedication on this _____ day of _____, 20____.

CITY

ATTEST:

JEFFREY A. MODARELLI
CITY CLERK

BY: _____
LEE R. FELDMAN
CITY MANAGER

(SEAL)

APPROVED AS TO FORM

ALAIN E. BOILEAU
INTERIM CITY ATTORNEY

EXHIBIT D

Prepared by & Return to:
City Attorney
* City of Fort Lauderdale
P. O. Drawer 14250
Fort Lauderdale, FL. 33302

Property Appraiser's Parcel
Identification No.: _____

92488308

QUIT CLAIM DEED

THIS INDENTURE, made this 17 day of December,
1991, by and between:

ONE RIVER PLAZA CO., "Grantor",

and

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida,
"Grantee".*

WITNESSETH that said Grantor, for and in consideration
of the sum of One Dollar, and other good and valuable
considerations to said Grantor in hand paid by said Grantee, the
receipt whereof is hereby acknowledged, has granted, bargained,
sold and does hereby release, remise and quit claim unto the said
Grantees, and Grantee's heirs and assigns forever, the following
described land, situate, lying and being in Broward County,
Florida, to-wit:

Exhibit "A" attached hereto
and incorporated herein

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's
hand and seal the day and year first above written.

WITNESSES:

[Signature]
[Signature]

ONE RIVER FLAZA CO.

By [Signature]
Jerome W. Vogel
By Managing General Partner

STATE OF FLORIDA:
COUNTY OF BROWARD:

Return to Real Estate Office
City of Fort Lauderdale
Economic Development Department
350 Southeast 2nd Street
Fort Lauderdale, FL 33301

BEFORE ME, an officer duly authorized by law to
administer oaths and take acknowledgments, personally appeared
[Signature] and [Signature], as [Signature] and
[Signature], respectively, of ONE RIVER PLAZA CO., and
acknowledged they executed the foregoing Agreement as the proper

→ FEE ITEM
RETURN TO
FRONT RECORDING

1992 NOV 16 PM 1:21

BK20074PG0015

14.50
2.50
AC

officials of ONE RIVER PLAZA CO., for the use and purposes mentioned in it and they affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at 300 S.W. 9th St, in the State and County aforesaid on 17 December, 1991.

(SEAL)



Linda B. Argent
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 29, 1993
BONDED THRU GENERAL INS. LTD.

BK20074PG0016

Return to Real Estate Office
City of Fort Lauderdale
Economic Development Department
350 Southeast 2nd Street
Fort Lauderdale, FL 33301

LEGAL DESCRIPTION

All that CONTINUOUS right-of-way of varying width, North New Drive West (North River Street by plat) of the "TOWN OF FORT LAUDERDALE" and according to the plat thereof, Plat Book B, at Page 40, of the Public Records of Dade County, Florida, lying between Andrews Avenue to the East and the Florida East Coast Railway right-of-way to the West; and more fully described as follows:

That certain portion of said North New River West, a continuous strip of land, bound on the East by the southerly prolongation of the West right-of-way line of Andrews Avenue, from Station 1 + 81.5 southerly to the North bank of the New River, and according to the "VESTED ROADWAY MAP OF ANDREWS AVENUE" as recorded in Miscellaneous Map Book 3 at Page 45 of the Public Records of Broward County Florida;

AND lying South of the following described portions of land; Lot 14 of Block 26 of said "TOWN OF FORT LAUDERDALE"; Lots 1, 2 and 3 of the "SUBDIVISION OF LOT 13 BLOCK 26 FT. LAUDERDALE FLA", According to the plat thereof, Plat Book 3, at Page 114, of the Public Records of Dade County, Florida;

AND the 14.00 feet wide North/South alley lying in said Block 26; Parcel "A" of the "BRICKELL REDEVELOPMENT PLAT", according to the plat thereof, Plat Book 147, at Page 27, of the Public Records of Broward County, Florida; AND Brickell Avenue (SW 1st Avenue) according to the "VESTED ROADWAY MAP OF SW 1st AVENUE", Miscellaneous Map Book 4, at Page 45, of the Public records of Broward County Florida, and now vacated by the City of Fort Lauderdale Ordinance C-83-17; AND Parcel "B" of said "BRICKELL REDEVELOPMENT PLAT";

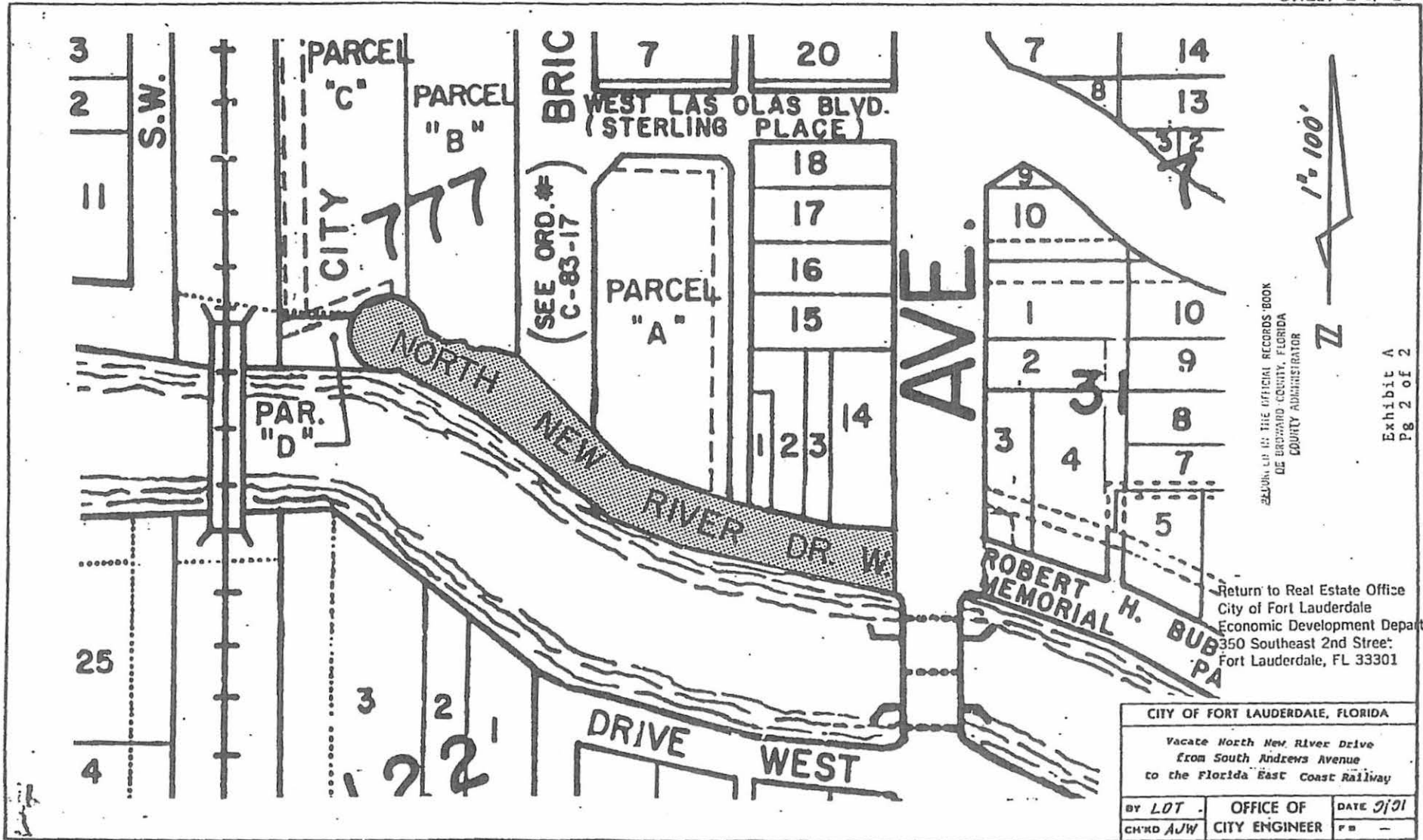
TOGETHER WITH that certain additional thoroughfare dedication (3496 sq. ft) abutting the West end of said North New River Drive West, and abutting Parcels "B", "C" and "D" of said "BRICKELL REDEVELOPMENT PLAT";

ALL situate in the northeast One-Quarter (NE 1/4) of Section 10, Township 50 South, Range 42 East, The City of Fort Lauderdale Broward County, Florida.

Return to Real Estate Office
City of Fort Lauderdale
Economic Development Department
350 Southeast 2nd Street
Fort Lauderdale, FL 33301

Exhibit A
Pg 1 of 2

CITY OF FORT LAUDERDALE, FLORIDA		
Vacate North New River Drive from South Andrews Avenue to the Florida East Coast Railway		
BY LOT	OFFICE OF	DATE 9/31
CH'D AJW	CITY ENGINEER:	FB -



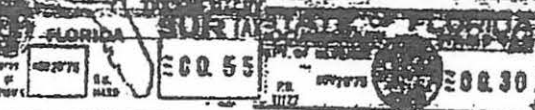
RETURN TO: THE OFFICIAL RECORDS BOOK
 DE BROWARD COUNTY, FLORIDA
 COUNTY ADMINISTRATOR

Exhibit A
 Pg 2 of 2

Return to Real Estate Office
 City of Fort Lauderdale
 Economic Development Department
 350 Southeast 2nd Street
 Fort Lauderdale, FL 33301

CITY OF FORT LAUDERDALE, FLORIDA		
Vacate North New River Drive from South Andrews Avenue to the Florida East Coast Railway		
BY LOT CH'D AJW	OFFICE OF CITY ENGINEER	DATE 2/21 PB -

75-211860



QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED made the _____ day of _____ 1975, by the DOWNTOWN DEVELOPMENT AUTHORITY of the City of Fort Lauderdale, Florida, a public corporation of the State of Florida, with its permanent post office address at 305 South Andrews Avenue, Fort Lauderdale, Florida, hereinafter called Grantor, to the CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, with its permanent post office address at City Hall, Fort Lauderdale, Florida, hereinafter called the Grantee;

WITNESSETH: That Grantor for and in consideration of the sum of \$10.00 and other valuable considerations receipt of which is hereby acknowledged, hereby remises, releases, and quit-claims unto Grantee all of the right, title, interest, claim and demand which the Grantor has or may have in and to all that certain land situate, lying and being in Broward County, Florida, to-wit:

All that certain land lying South of the North right-of-way line of North New River Drive, West of the West right-of-way line of S. E. 1st Avenue as extended to the banks of the New River, East of the East right-of-way line of South Andrews Avenue as extended to the banks of New River, together with all riparian rights thereunto appertaining.

This Deed is given by Grantor to Grantee for the specific and limited purpose of removing any question which may exist as to Grantee's ownership of that certain strip of land aforementioned, which strip of land lies within the boundaries aforementioned.

To have and to hold the same, together with all and singular the appurtenances thereto belonging or in any way appertaining and all of the estate, right, title, interest and claim whatsoever of Grantee, either in law or equity, for the only proper use and benefit of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day herein first above written.

Signed, sealed and delivered in our presence:

[Signature]
[Signature]

(CORPORATE SEAL)

DOWNTOWN DEVELOPMENT AUTHORITY of the City of Fort Lauderdale, Florida

By *[Signature]*
David R. Thompson, Chairman

ATTEST:
[Signature]
Charles L. Palmer

STATE OF FLORIDA :
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared DAVID R. THOMPSON and CHARLES L. PALMER, as Chairman and Secretary, respectively, of the Downtown Development Authority of the City of Fort Lauderdale, Florida, a public corporation of the State of Florida, who acknowledged that they executed the foregoing Deed as the proper officials of the Downtown Development Authority of the City of Fort Lauderdale, for uses and purposes therein mentioned and that they affixed thereto the official seal of the Downtown Development Authority, and that the said instrument is the act and deed of said Downtown Development Authority.

75 NOV 20 AM 8:25

IN WITNESS WHEREOF, I have hereunto set my hand and official
at Fort Lauderdale, in the State and County aforesaid, this
day of November, 1975.



A handwritten signature in cursive script, appearing to read "Elliott Co. Harris", written over a horizontal line.

Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
R. Co. Harris, expires Nov. 30, 1978
Issued by the State of Florida

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R R KAUTH
COUNTY ADMINISTRATOR

ES GARD

EXHIBIT E
STATUS REPORT OF FUNDED ITEMS AT
THE RIVERWALK IN FORT LAUDERDALE

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:

Problem:	Corrective Action:

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 City of Fort Lauderdale for Grant Funds to Finance the 9/11 Memorial at the Riverwalk in Fort Lauderdale.

Signature

Print Name

Job Title

**AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF LIGHTHOUSE POINT
FOR
GRANT FUNDS TO FINANCE PLAYGROUND EQUIPMENT AT DAN WITT PARK**

This Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and City of Lighthouse Point, a Florida municipal corporation, whose address is 2200 Northeast 38th Street, Lighthouse Point, Florida 33064 ("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 SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00) to the City from the Park Bond Program to help finance playground equipment at Dan Witt Park in the City of Lighthouse Point, 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 Dan Witt Park in the City of Lighthouse Point, 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 one (1) year 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, SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00) 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 all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, 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:

City Administrator
2200 NE 38th Street

Lighthouse Point, FL 33064
Email Address: jlavisky@lighthousepoint.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 to 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.

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 _____, 20____, and CITY OF LIGHTHOUSE POINT, signing by and through its _____, 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: Collen Pounall 09/20/18
Name: Collen Pounall
Title: Risk Analyst

By: [Signature] 9/20/18
Irma Qureshi (Date)
Assistant County Attorney

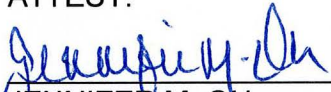
By: [Signature] 9/20/18 for
Annika E. Ashton (Date)
Senior Assistant County Attorney

IQ/mdw
8/21/18
Park Grant Agreement – Playground Equipment at Dan Witt Park

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LIGHTHOUSE POINT
FOR GRANT FUNDS TO FINANCE PLAYGROUND EQUIPMENT AT DAN WITT
PARK.**

CITY

ATTEST:



JENNIFER M. OH
CITY CLERK

BY: 

GLEN TROAST, MAYOR

(SEAL)

APPROVED AS TO FORM



MICHAEL D. CIRULLO, JR
CITY ATTORNEY



EXHIBIT A
DESCRIPTION OF PROPERTY

FOLIO NUMBER:

4843-18-00-0050

SITE ADDRESS:

4521 NE 22ND AVENUE, LIGHTHOUSE POINT, FLORIDA 33064

LEGAL DESCRIPTION:

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 48 South, range 43 East, said land situate, lying and being in Broward County, Florida.

EXHIBIT B
FUNDED ITEMS AND BOND REQUIREMENTS

1. Description. The Funded Items shall consist of playground equipment for Dan Witt 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

The City is installing new tot lot playground equipment in the existing sand and swing area at Dan Witt Park. Work also includes the installation of playground flooring, sidewalk, concrete pad, and fence. The tot lot will meet Consumer Product Safety Commission guidelines for playground safety, ages 2-5. Contractor shall perform layout design and playground product materials and installation services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. The cost for the project is approximately \$120,000. The project includes demolition of the existing playground. Location: Dan Witt Park, 4521 NE 22nd Ave, Lighthouse Point, Broward County, FL 33064.

EXHIBIT C
CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF BROWARD

Pursuant to that certain Agreement between Broward County and City of Lighthouse Point for Grant Funds to Finance Playground Equipment at Dan Witt Park ("Agreement"), dated _____, 2018, the City of Lighthouse Point, 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 Lighthouse Point has executed this Certificate of Ownership and Dedication on this _____ day of _____, 2018.

CITY

ATTEST:

JENNIFER M. OH
CITY CLERK

BY: _____
GLEN TROAST, MAYOR

(SEAL)

APPROVED AS TO FORM

MICHAEL D. CIRULLO, JR
CITY ATTORNEY

EXHIBIT D
PROOF OF PROPERTY OWNERSHIP/LEASEHOLD

70-129261

THIS WARRANTY DEED

Made and executed the 1st day of October, A.D., 1970, by THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a corporation sole, existing under the laws of Utah, and having its principal place of business at South Temple Street, Salt Lake City, Utah, hereinafter called the Grantor, to THE CITY OF LIGHTHOUSE POINT, FLORIDA, a municipal corporation, existing under the laws of the State of Florida, with its permanent post office address at Lighthouse Point City Hall, Lighthouse Point, Florida, hereinafter called the Grantee;

770 OCT 19 PM 3:05

WITNESSETH:

That the grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward County, Florida, to-wit:

The East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 48 South, Range 43 East, said land situate, lying and being in Broward County, Florida, subject to restrictions, reservations, easements and rights of way of record, and all the applicable zoning and building regulations and taxes for, 1970, and all subsequent years

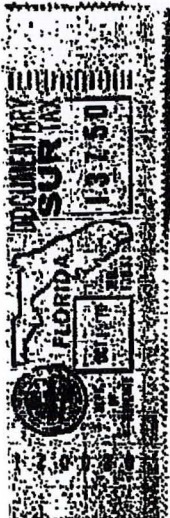
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that

REC-4328 PM 6:56

275.00
137.50



D

8/18

it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.



THE CORPORATION OF THE
PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST
OF LATTER DAY SAINTS, a
corporation sole & a Utah
corporation

Signed, sealed and
delivered in the
presence of:

John H. Vandenberg
May C. Anderson

By *John H. Vandenberg*
JOHN H. VANDEBERG
Presiding Bishop



STATE OF UTAH
COUNTY OF SALT LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN H. VANDEBERG, known to me to be the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, and known to me to be the corporation sole of the corporation of the Presiding Bishop of The Church of Jesus Christ of Latter Day Saints, who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of October, 1970.



Nelson C. Young
Notary Public
My commission expires: *March 25, 1972*

THIS INSTRUMENT PREPARED BY:

Bryson K. Loevjoy
WARD, GUSTAFSON & CALDWELL
307 International Building
2455 East Sunrise Boulevard
Fort Lauderdale, Florida

REC-4328 MAR 059

STATE OF UTAH
COUNTY OF SALT LAKE

I, W. STERLING EVANS, Clerk of the Third Judicial District Court in and for said County,
do hereby certify that HELEN

G. YOUNG

whose name is signed
to the certificate of the proof or acknowledgment of the annexed instrument, and whose witness,
was, at the time of making such proof or acknowledgment, a NOTARY PUBLIC in and for said
county and state, dwelling in the said county, duly sworn, and authorized by the laws of said state
to take and certify the acknowledgment and proof of deeds or conveyances for land, tenements or
hereditaments in said state. And further, that I verily believe that the signature to said certificate
of proof or acknowledgment is genuine. And I further certify that said instrument is stamped and
acknowledged according to the laws of the State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said
court at Salt Lake City, Salt Lake County, State of Utah, this 25th day of

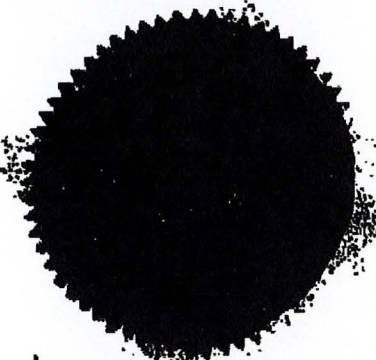
OCTOBER

1920

WITNESSED IN OFFICIAL RECORDS ROOM
OF SAID COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT



REC-4-228
INDEXED



78-259655

RESOLUTION CORRECTING ASSESSMENT ROLL
IN BROWARD COUNTY SEWER ASSESSMENT
DISTRICT NO. A(1)

WHEREAS, on February 25, 1976, the Board of County Commissioners of Broward County adopted a resolution finally confirming the assessment roll in Broward County Sewer Assessment District No. A(1); and

WHEREAS, the Utilities Director, by and through certain personnel of that Department, has advised that certain errors and irregularities are present on said roll; has recommended that the assessment roll be corrected in the manner and respects hereafter set forth; and has further advised through said personnel that after making said corrections, sufficient funds will be available to pay all interest and principle due or to become due on the outstanding Assessment Bonds to which the special assessments are pledged; and

WHEREAS, it is the findings and determination of the Board of County Commissioners that such assessments were erroneously made and should be amended; NOW, THEREFORE

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

Section 1. The assessment roll for Broward County Sewer Assessment District NO. A(1) is amended in the following respects:

- (a) 8319-11-046 - Page 230 - Myers, F.D. and Marion H., 2532 NE 21 Terrace, Lighthouse Point, Florida 33064, Hillsboro Isles 29-4B, Lot 5, Blk 5, Zone R1, 13,741 sq. ft. - Assessment \$1,754.73. The square footage should read 11,088 sq. ft. @ .1277 and the assessment \$1,415.94.
- (b) 8317-03-0171, Page 48, No Name, Zone R-2, \$12,357.00/ Was included in 8317-03-017, therefore, should read 0.
- (c) 8318-00-005 - Page 126 City of Lighthouse Point, Florida, Lighthouse Point City Hall, P.O. Box 5100, Lighthouse Point, Florida 33064, E 1/2 of SW 1/2 of NW 1/2 of NE 1/4 - 225,463 sq. ft. \$77,175.98. There should be no assessment.
- (d) 8307-13-1321 - Page 15 Roads, D.W. & Alma M., 2710 NE 52 Court, Pompano Beach, Florida - Pompano Waterway Estates 39-41B Lot 18 less Beg NE cor. WLY AIG N/B 90, SIX 89.34 to SWLY Bdry of said lot, SELY 57.44 NELY AIG ARC 56.97, NLY 102.45 to POB Blk 11 - 4,037 sq. ft. \$515.52. There should be not assessment.

78 OCT 6 AM 8:47

REF 7804 NOV 792

Per County Commission (Date) 9-26-78
Division of Water & Sewer
Return to Minutes 217588-2095

NW2

(E) 8307-13-131 - Page 15 - Roads, D.W. Sr. & Alma M., 2710 W.E. 52 Court, Pompano Beach, Florida 33064, Pomp. Waterway Estates 39-41B Pt. of L 17 Desc as Comm S.W. Cor. of lot 17, NLY ALG W/L 107 17 to POB, cont. NLY 72.83 S. ELY ALG ELY LINE 102.18 WLY 72.42 to POB Blk 11 - 2,637 sq. ft. \$336.74

(F) 8319-07-003 - Page 204 - Lighthouse Auto Repair Center 1941 N.E. 34 Court, Pompano Beach, Florida 33064, Lighthouse Point, EXT 41-41B, Tract B Less W 125. Zone B 3 , 10,395.00 sq. Ft. 6,639.29.

Should Read Zone B 3A, 10,395.00 Sq Ft \$3,319.12.

Section 2. That said assessment roll as adopted February 25, 1976 and as hereinabove amended is hereby ratified, approved and confirmed in all other particulars set forth therein.

Section 3. That it is hereby expressly found, declared and determined that the amount of the assessment against each lot and parcel of abutting and adjacent real property as set forth in such assessment roll as amended is in each instance not in excess of the special benefits received by each such lot or parcel by reason of the construction and installation of such sanitary sewer system improvements, and such assessments are in each instance in proportion to such special benefits.

Section 4. That a certified copy of this resolution shall be filed in the office of the Clerk of the Board of County Commissioners and a certified copy of this resolution shall be recorded in the Official Records of Broward County, Florida.

Section 5. That this resolution shall take effect immediately.

REF 7804 PAGE 793

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, Robert R. Kauth, Acting County Administrator in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at its regular meeting held on the 26th day of September, 19 78, as appears on record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of September, A.D., 19 78.

Robert R. Kauth
ACTING COUNTY ADMINISTRATOR

By Margaret C. Martens
Deputy

RECORDED IN THE OFFICIAL RECORDS BOOKS
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
ACTING COUNTY ADMINISTRATOR

HH 7804 PAGE 794



EXHIBIT E

STATUS REPORT OF FUNDED ITEMS AT DAN WITT 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:**

Problem:	Corrective Action:

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 City of Lighthouse Point for Grant Funds to Finance Playground Equipment at Dan Witt Park.

Signature

Print Name

Job Title