

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

**STANDARD LANGUAGE FOR PROPERTY RECORDS
BROWARD BOATING IMPROVEMENT PROGRAMS**

Notice of Limitation of Use/Site Dedication

The property identified in the attached project agreement and boundary map has been developed by the project applicant with financial assistance provided by the Broward County Board of County Commissioners. Land owned and then developed by the project applicant with grant assistance from the Broward Boating Improvement Program (BBIP) shall be dedicated in perpetuity as an outdoor recreation area for the use and benefit of the general public. Leased land developed by the project applicant with grant assistance from the BBIP shall be dedicated as an outdoor recreation area for the general public for a minimum of twenty-five (25) years after completion of the development. BBIP grant funds shall be refunded to Broward County with interest, calculated at two (2) percent above the prevailing prime rate as reported by the Federal Reserve, if the BBIP project identified in the project agreement is removed, demolished or closed to the public by the project applicant within 25 years of project completion.

Grantee hereby certifies that copies of this Notice of Limitation and Use/Site Dedication form, Grant Agreement and project boundary map will be filed forthwith in the Public Records of Broward County, Florida with references to the recording information relative to Grantee's acquisition of lands surrounding the project improvements being set forth in the attached Exhibit "A" to which this dedication pertains.

WITNESSES:

[Witness type or print name]

[Witness type or print name]

BBIP Project Name

Dean Trantalis, Mayor

Greg Chavarria, City Manager

Date

ATTEST:

David R. Soloman, City Clerk

Approved as to form:

By: _____
Robert B. Dunkel
Asst. City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this __day of _____, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online, this __day of _____, 2023, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



EXHIBIT "A"

**ATTORNEY'S CERTIFICATE OF TITLE
(See Rule 6B-2.006(4) & 2.08(2) FAC)**

December 21, 2022

Re: Certificate of Title
Broward Boating Improvement Program ("BBIP")
George English Park Boat Ramp Renovation Project FY 18/19

To Whom It May Concern:


I, Robert B. Dunckel, as an Assistant City Attorney for the City of Fort Lauderdale, Florida ("City") and have handled real property matters for the City since 1988. I hereby state that I have examined a copy of the Deed from Biscayne Trust Company, as Trustee to the City of Fort Lauderdale, dated May 4, 1928, and recorded at Deed Book 205, Page 64 of the Public Records of Broward County, Florida, conveying ownership of the real property set forth in the Sketch and Legal Description attached hereto as Exhibit "B" ("Property").

I have examined Attorney's Title Fund Services, LLC Title Search Report File #1337488, with an effective date November 3, 2022, at 11:00 AM, which indicated that title to this Property is vested in the City of Fort Lauderdale. I have also examined a document showing that this Property is listed on the Broward County tax rolls as belonging to the City of Fort Lauderdale. Finally, I have examined real property records for the City of Fort Lauderdale and determined that title to the Property is still vested in the City of Fort Lauderdale.

This Property was the focus of the City of Fort Lauderdale Public Works Project #12186, entitled George English Park Boat Ramp Renovations Project FY 18/19.

I certify that the City of Fort Lauderdale has owned this Property since May 4, 1929.

Respectfully,


Robert B. Dunckel,
Assistant City Attorney

OFFICE OF THE CITY ATTORNEY

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

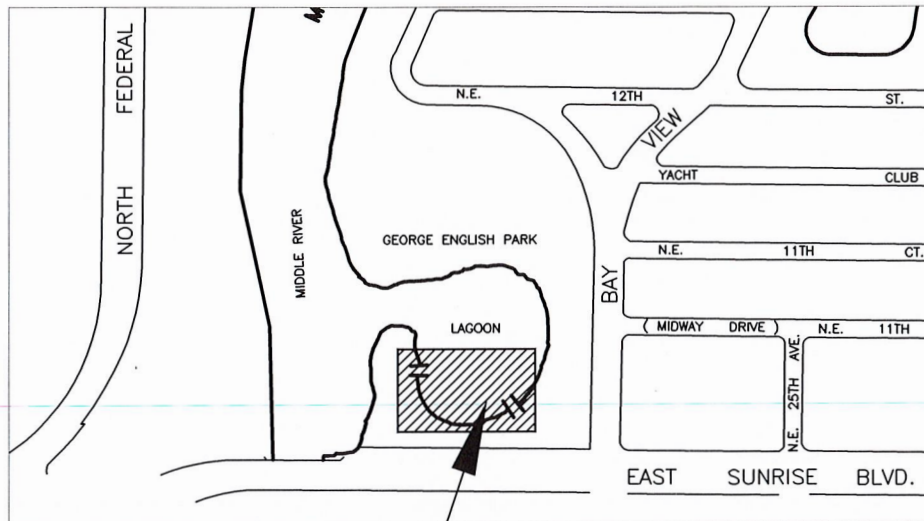
Telephone (954) 828-5940 Fax (954) 828-5915

www.fortlauderdale.gov

SKETCH AND DESCRIPTION



THIS IS NOT A FIELD SURVEY LOCATION MAP (NOT TO SCALE)



LOCATION OF SKETCH

DESCRIPTION:

A PORTION OF THE SOUTH HALF OF GOVERNMENT LOT 5, SECTION 36, TOWNSHIP 49 SOUTH, RANGE 42 EAST. MORE PRACTICALLY DESCRIBED BELOW:
 COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF EAST SUNRISE BOULEVARD AND THE WEST RIGHT OF WAY LINE OF BAYVIEW DRIVE; THENCE S 88°19'34" W ALONG THE NORTH RIGHT OF WAY LINE OF EAST SUNRISE BOULEVARD, A DISTANCE OF 238.93 FEET; THENCE N 01°40'26" W, A DISTANCE OF 109.71 FEET TO THE FACE OF AN EXISTING SIDEWALK AND BEING THE POINT OF BEGINNING; THENCE RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES ALONG SAID FACE OF SIDEWALK; THENCE N 64°13'10" W, A DISTANCE OF 5.20 FEET; THENCE N 42°21'57" W, A DISTANCE OF 6.22 FEET; THENCE S 50°34'36" W, A DISTANCE OF 38.10; THENCE S 64°02'59" W, A DISTANCE OF 8.30 FEET; THENCE S 60°17'27" W, A DISTANCE OF 9.89 FEET, THENCE S 62°47'23" W, A DISTANCE OF 30.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT, WITH A RADIUS OF 284.11 FEET, A CENTRAL ANGLE OF 16°43'16", AN ARC DISTANCE OF 82.92 FEET TO A POINT OF NON-TANGENCY; THENCE S 88°22'33" W, A DISTANCE OF 96.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ON SAID CURVE TO THE RIGHT, WITH A RADIUS OF 141.66 FEET, A CENTRAL ANGLE OF 88°24'29", AN ARC DISTANCE OF 218.59 FEET TO A POINT OF NON-TANGENCY; THENCE N 03°19'01" W, A DISTANCE OF 24.11 FEET TO A POINT ON THE EDGE OF PAVEMENT OF A PARKING ISLAND, THENCE RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES ALONG SAID EDGE OF PAVEMENT; THENCE S 88°11'59" W, A DISTANCE OF 23.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ON SAID CURVE TO THE RIGHT, WITH A RADIUS OF 8.81 FEET, A CENTRAL ANGLE OF 132°09'19", AN ARC DISTANCE OF 20.32 FEET TO A POINT OF NON-TANGENCY; THENCE N 12°51'43" E, A DISTANCE OF 5.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ON SAID CURVE TO THE RIGHT, WITH A RADIUS OF 22.22 FEET, A CENTRAL ANGLE OF 59°52'36", AN ARC DISTANCE OF 23.22 FEET TO A POINT OF NON-TANGENCY; THENCE N 01°58'26" W, A DISTANCE OF 30.52 FEET; THENCE N 88°42'05" W, A DISTANCE OF 1.84 FEET; THENCE N 01°20'51" W, A DISTANCE OF 24.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHWESTERLY ON SAID CURVE TO THE LEFT, WITH A RADIUS OF 38.48 FEET, A CENTRAL ANGLE OF 14°54'30", AN ARC DISTANCE OF 10.01 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID EDGE OF PAVEMENT N 72°24'32" E, A DISTANCE OF 9.60 FEET; THENCE N 01°03'27" E, A DISTANCE OF 49.07 FEET; THENCE S 81°16'53" E, A DISTANCE OF 121.74 FEET; THENCE S 47°16'44" E, A DISTANCE OF 8.09 FEET; THENCE S 02°01'56" E, A DISTANCE OF 143.57 FEET; THENCE S 43°46'31" W, A DISTANCE OF 8.48 FEET; THENCE N 46°42'09" W, A DISTANCE OF 75.92 FEET; THENCE S 88°00'15" W, A DISTANCE OF 46.89 FEET TO A POINT ON THE APPROXIMATE SOUTHERLY SHORELINE OF THE PARK LAGOON, THENCE RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID SOUTHERLY SHORELINE; THENCE S 03°12'29" E, A DISTANCE OF 22.49 FEET; THENCE S 17°56'30" E, A DISTANCE OF 85.33 FEET; THENCE S 51°58'57" E, A DISTANCE OF 77.37 FEET; THENCE S 82°50'21" E, A DISTANCE OF 76.87; THENCE N 84°33'42" E, A DISTANCE OF 83.66 FEET; THENCE N 64°34'38" E, A DISTANCE OF 86.39 FEET; THENCE N 40°33'30" W, A DISTANCE OF 42.30 FEET; THENCE N 85°56'44" W, A DISTANCE OF 76.05 FEET; THENCE N 03°32'35" E, A DISTANCE OF 8.62 FEET; THENCE N 49°57'14" E, A DISTANCE OF 144.01 FEET; THENCE S 84°02'09" E, A DISTANCE OF 8.88 FEET; THENCE S 18°46'51" E, A DISTANCE OF 144.09 FEET TO A POINT ON THE BACK OF SIDEWALK; THENCE S 27°32'03" W, A DISTANCE OF 8.26 FEET TO THE POINT OF BEGINNING.
 SAID LANDS LYING AND SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 41,844 SQUARE FEET OR 0.9606 ACRES MORE OR LESS.

NOTES:

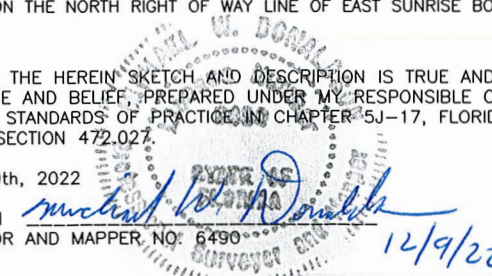
- 1) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 2) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 4) BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF EAST SUNRISE BOULEVARD S88°19'34"W

SHEET 1 OF 3

I HEREBY CERTIFY THAT THE HEREIN SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, PREPARED UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027.

DATED: DECEMBER 9th, 2022

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



CITY OF FORT LAUDERDALE		
GEORGE ENGLISH PARK		
EXHIBIT A		
BY: SP	ENGINEERING	DATE: 12/9/22
CHK'D SP	DIVISION	SCALE: NTS

PLOT

CAM # 22-1058

Exhibit 1

SKETCH AND DESCRIPTION

THIS IS NOT A FIELD SURVEY

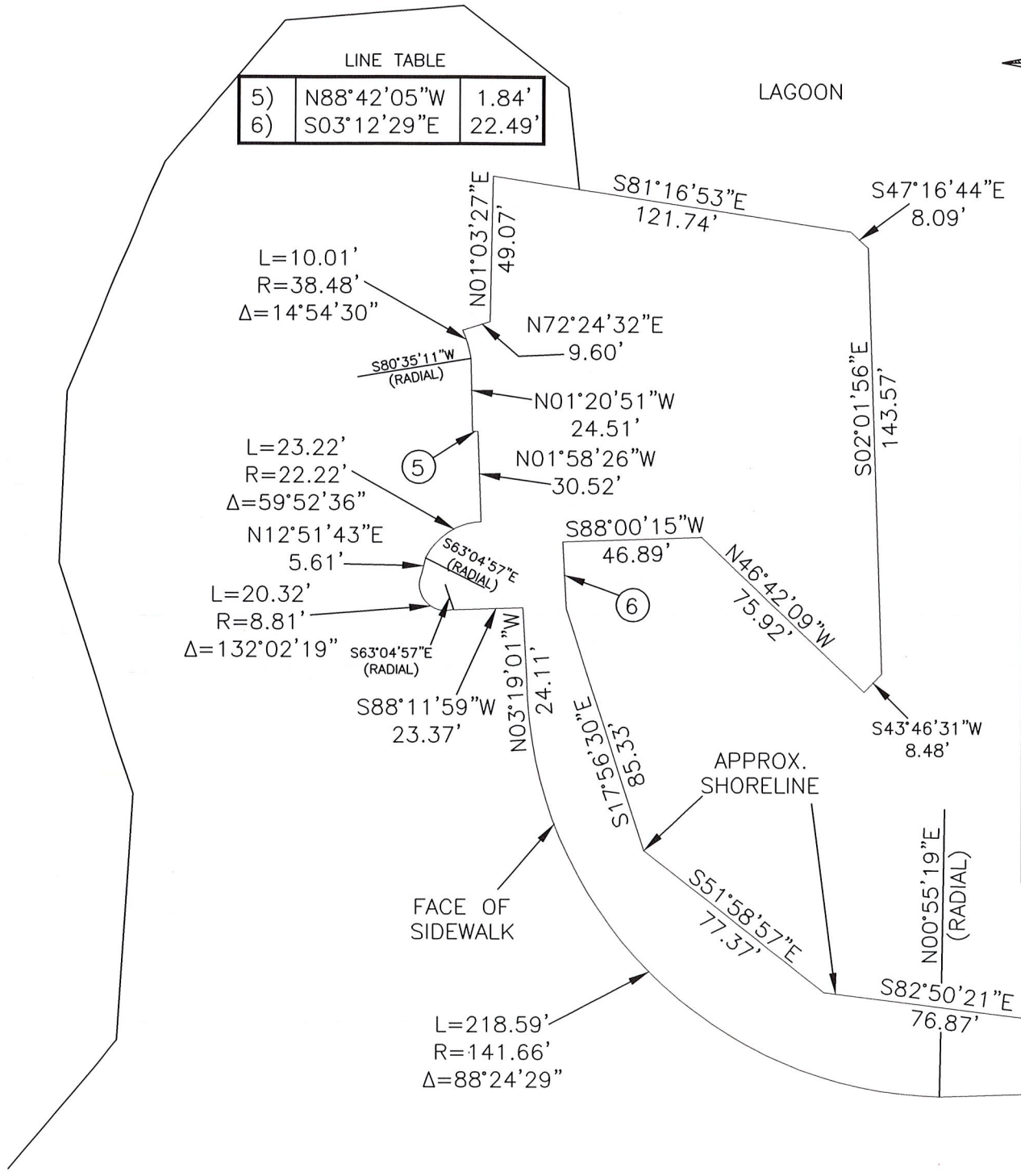
Exhibit B

N



LINE TABLE		
5)	N88°42'05"W	1.84'
6)	S03°12'29"E	22.49'

LAGOON



MATCH LINE SHEET 2

NORTH R/W LINE OF EAST SUNRISE BLVD

1"=50'-0"



SHEET 3 OF 3

CITY OF FORT LAUDERDALE		
GEORGE ENGLISH PARK		
EXHIBIT A		
BY: SP	ENGINEERING DIVISION	DATE: 12/9/22
CHK'D SP		SCALE: 1"=50'

PLOT

CAM # 22-1058

Exhibit 1

SKETCH AND DESCRIPTION

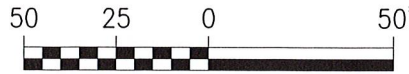
THIS IS NOT A FIELD SURVEY

Exhibit B

N



1"=50'-0"

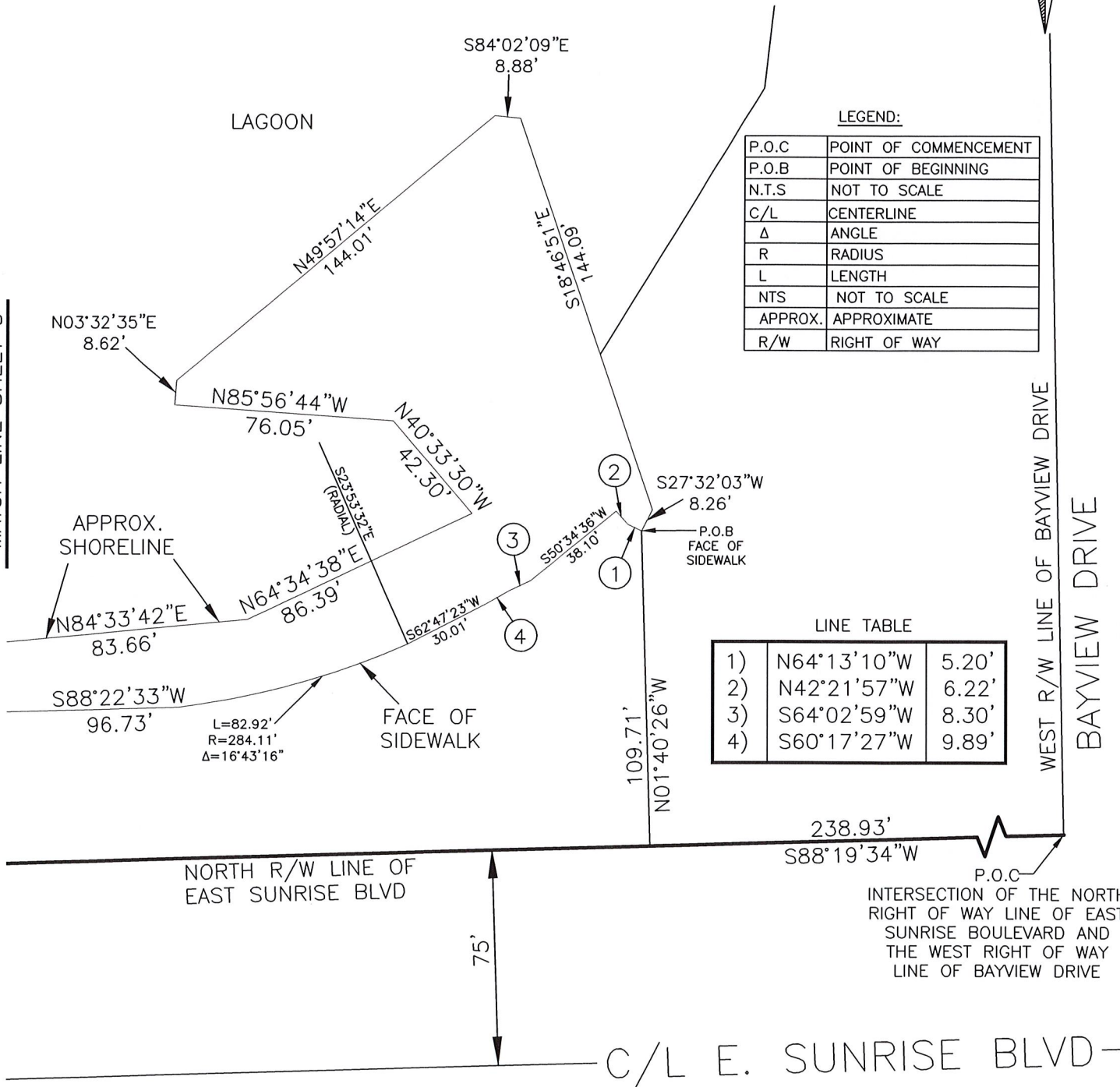


LAGOON

LEGEND:

P.O.C	POINT OF COMMENCEMENT
P.O.B	POINT OF BEGINNING
N.T.S	NOT TO SCALE
C/L	CENTERLINE
Δ	ANGLE
R	RADIUS
L	LENGTH
NTS	NOT TO SCALE
APPROX.	APPROXIMATE
R/W	RIGHT OF WAY

MATCH LINE SHEET 3



LINE TABLE

1)	N64°13'10"W	5.20'
2)	N42°21'57"W	6.22'
3)	S64°02'59"W	8.30'
4)	S60°17'27"W	9.89'

SHEET 2 OF 3

CITY OF FORT LAUDERDALE
 GEORGE ENGLISH PARK
 EXHIBIT A

BY: SP	ENGINEERING	DATE: 12/9/22
CHK'D SP	DIVISION	SCALE: 1"=50'

PLOT

CAM # 22-1058

Exhibit 1

Page 6 of 42

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR
BROWARD BOATING IMPROVEMENT PROGRAM FY 2018 - 2019**

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

RECITALS

A. County is the recipient of Florida Boating Improvement Program funds pursuant to Section 328.72, Florida Statutes, relating to vessel registration fees, for the purpose of providing, maintaining, or operating recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, boat piers, docks, mooring buoys, and other public launching facilities; and removing any derelict vessels and debris that specifically impede boat access (not including the dredging of channels), and any vessels and floating structures constituting a public health and safety hazard for failure to comply with the requirements under Section 327.53, Florida Statutes; and

B. In accordance with Section 9½-16, Broward County Code of Ordinances, the Broward County Marine Advisory Committee ("MAC") made recommendations to the Broward County Board of County Commissioners ("Board") for FY 2018 - 2019 funding to City for the Project described herein under the Broward Boating Improvement Program ("BBIP") which was approved by the Board as part of County's annual budgetary process; and

C. The Project serves a County and public purpose and is eligible for funding under Section 328.72, Florida Statutes, and Chapter 33, Part VIII, Broward County Administrative Code; NOW, THEREFORE,

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

ARTICLE 1. DEFINITIONS

- 1.1 **Board**. The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator**. The Director of the Broward County Parks and Recreation Division, or County's Program liaison to the Broward County Marine Advisory Committee.
- 1.2 **County Administrator**. The administrative head of County appointed by the Board.
- 1.3 **County Attorney**. The chief legal counsel for County appointed by the Board.

- 1.3 **Grant Application**. The grant funding application for the Broward Boating Improvement Program, and any amendments thereto, submitted by City for the Project, which are incorporated herein by reference.
- 1.4 **Broward County Marine Advisory Committee or "MAC"**. The committee established under Section 9½-16, Broward County Code of Ordinances, with additional authority for the Broward Boating Improvement Program set forth in Chapter 33, Part VIII, Broward County Code Administrative Code.
- 1.5 **Program**. The Broward Boating Improvement Program established under Chapter 33, Part VIII, Broward County Administrative Code, pursuant to authority under Section 328.72(15), Florida Statutes.
- 1.6 **Program Funds**. The funding to City under this Agreement for the Project.
- 1.7 **Project**. The Project consists of the services and activities described in Article 2.
- 1.8 **Subconsultant or Subcontractor**. A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to or activities for City relating to all or any portion of the work. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."

ARTICLE 2. PROJECT

- 2.1 City shall perform all services and activities for the Project identified in this Agreement, the Grant Application, and as outlined in Exhibit A, Project Description. The Project Description is a description of City's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks, which are such an inseparable part of the work described that exclusion would render performance by City impractical, illogical, or unconscionable.
- 2.2 The Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services for the Project provided under this Agreement, except as expressly set forth in Section 2.5.
- 2.3 Upon written request by City, the Contract Administrator may approve line-item budget changes in the categories of expenditures set forth in Exhibit A, Project Description.
- 2.4 City shall perform the Project in accordance with the terms of this Agreement, and the requirements under Chapter 33, Part VIII, Broward County Administrative Code, relating to the Program.

- 2.5 The Contract Administrator, pursuant to input from the MAC, may approve changes to the Project Description to be provided so long as there is not an increase in the total Project amount under Section 4.1, the revisions are consistent with the Grant Application policies and the Program guidelines set forth in Chapter 33, Part VIII, Broward County Administrative Code, and the revisions do not diminish the quantity or quality of service to be provided. Such changes shall be incorporated into this Agreement. Any substantive changes in the scope of services for the Project described in Exhibit A shall be set forth in an amendment in accordance with Section 10.18, and executed by the County Administrator and City.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date of complete execution by the Parties and shall end four (4) years after such date, unless terminated earlier as provided herein. In the event the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes.
- 3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of City required by this Agreement shall be completed no later than the term set forth in Section 3.1. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. COMPENSATION

- 4.1 County will pay City a maximum amount of Two Hundred Eighteen Thousand, Five Hundred and Fifty Three Dollars (\$218,553.00), on a reimbursement basis, in the manner specified in Section 4.3, for eligible work or activities actually performed and completed pursuant to this Agreement, which amount shall be accepted by City as full compensation for all such work or activities. City acknowledges that the amount set forth herein is the maximum amount payable and constitutes a limitation upon County's obligation to compensate City for services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon City's obligation to perform all items of work or activities required under this Agreement. Unless otherwise expressly stated in this Agreement, City shall not be reimbursed for any expenses it incurs under this Agreement.
- 4.2 City shall provide matching funds for the Project in the amount of Two Hundred Eighteen Thousand, Five Hundred and Fifty Three Dollars (\$218,553.00).

4.3 METHOD OF BILLING AND PAYMENT

- 4.3.1 City may submit an invoice(s) for payment by County after Project completion as described in Exhibit A. The Contract Administrator shall approve all invoices submitted by City requesting reimbursement of any Program Funds prior to payment by County. An original invoice plus one (1) copy shall be provided, and the final invoice must be received no later than sixty (60) days after this Agreement expires or is otherwise terminated. Invoices shall include supporting documentation as provided in Exhibit A, designate the nature of the services performed and, as applicable, the personnel, hours, tasks, or any other details as requested by the Contract Administrator. City shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers, utilizing the form attached as Exhibit B. The certification shall be accompanied by a copy of the notification sent to each Subcontractor and supplier listed on the form, explaining the good cause why payment has not been made.
- 4.3.3 County shall pay City within thirty (30) calendar days of receipt of City's proper invoice, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of City to comply with a term, condition, or requirement of this Agreement.
- 4.3.4 City shall pay its Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. If City withholds an amount as retainage from Subcontractors or suppliers, it shall release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless City demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier.
- 4.4 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.
- 4.5 In the event it becomes necessary for County to demand a refund of any or all Program Funds provided to City under this Agreement, City shall return those funds to County within sixty (60) days after written notification provided by County. In the event City does not refund to County any or all of the Program Funds as provided in this Section, City acknowledges that, in addition to any legal remedies that may be available to County, any

further requests for funding by City under this Agreement or any other program administered by County shall be denied until City refunds the Program Funds to County.

- 4.6 This Agreement strictly prohibits the expenditure of Program Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- 4.7 Payment shall be made to City at the address designated for Notices under Section 10.8.

ARTICLE 5. GOVERNMENTAL IMMUNITY

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

ARTICLE 6. INSURANCE

- 6.1 City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.
- 6.2 In the event City contracts with a Subcontractor, to provide any of the work, activities, or services set forth herein, the contract shall require the Subcontractor to name Broward County as an additional insured under its Commercial General Liability insurance.

ARTICLE 7. TERMINATION

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

- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 7.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience by County, City shall be paid for any eligible work, activities, or services properly performed under this Agreement through the termination date specified in the written notice of termination. Upon being notified of County's election to terminate, City shall refrain from performing any further work, activities, or services or incurring additional expenses under the terms of this Agreement. City acknowledges it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by City, for County's right to terminate this Agreement for convenience.
- 7.5 County shall have the right to terminate this Agreement and demand refund of Program Funds for noncompliance with the terms and conditions of the Program as provided for in Section 4.5.
- 7.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld until all documents are provided to County pursuant to Section 10.1.

ARTICLE 8. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

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

City shall provide to the Contract Administrator copies of a special report showing all revenues, by source, and all expenditures as set forth in the scope of services for the Project being funded under this Agreement. The report shall specifically disclose any Program Funds received which were not expended in accordance with the terms of this Agreement or with any regulations incorporated by reference herein. It shall identify the total of noncompliant expenditures as due back to County. If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with generally

accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with City's governing body.

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

ARTICLE 9. EEO AND CBE COMPLIANCE

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall comply with all applicable requirements of County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

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

Failure by City to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

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

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

ARTICLE 10. MISCELLANEOUS

10.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County a non-

exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County and shall be delivered by City to the Contract Administrator within seven (7) days of termination of this Agreement. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

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

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

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

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. City will provide any requested records to County to enable County to respond to the public records request.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, DANWEST@BROWARD.ORG, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.

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

City and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

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

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

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

- 10.5 Public Entity Crime Act. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether City has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to City under this Agreement.
- 10.6 Independent Contractor. City is an independent contractor under this Agreement. In providing Services under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 10.7 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 10.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Dan West, Director
Broward Parks and Recreation Division
950 N.W. 38th Street
Oakland Park, Florida 33309
Email address: danwest@broward.org

FOR CITY:

Lee R. Feldman, City Manager
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: lfeldman@fortlauderdale.gov

- 10.9 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement. City represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.
- 10.10 Conflicts. Neither City nor its employees shall knowingly have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with City's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of City's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or City is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude City or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event City is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, City shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as City.
- 10.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 10.12 Compliance with Laws. City shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

- 10.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 10.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.
- 10.15 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 10.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect.
- 10.17 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, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 10.18 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and City or others delegated authority or otherwise authorized to execute same on their behalf.

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

10.20 Payable Interest.

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

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

10.21 Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, City as a result of this Agreement, Broward County Ordinance No. 83-72, as may be amended from time to time, shall be deemed to apply to such construction work; and further City shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibits C and D.

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

10.23 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.

10.24 Designated Representative. City's Designated Representative under this Agreement is Jonathan Luscomb.


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

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Resolution on the 17th day of April, 2001, and CITY, signing by and through its MAYOR, duly authorized to execute same.

COUNTY



Witness TAMARA BRANNON

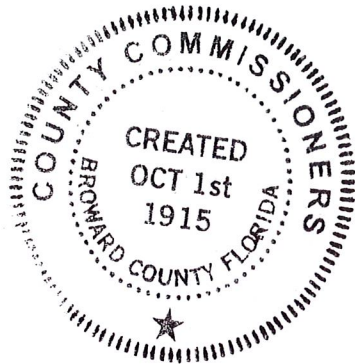


Witness JODI GARDNER


By 

Bertha Henry
County Administrator

14th day of December, 2018



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) 357-6968

By 

Damaris Henlon Date
Assistant County Attorney

DY-1/
06/21/18
BB F Agreement Govt. Entity form
#13-115.04

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF FORT LAUDERDALE FOR BROWARD BOATING IMPROVEMENT PROGRAM GRANT, GOVERNMENTAL ENTITY, FY 2018-2019 FUNDING.

CITY

ATTEST



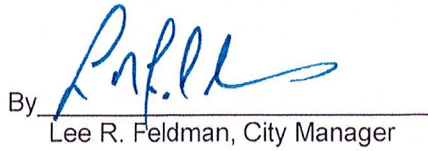
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE



By _____
Dean J. Trantalis, Mayor

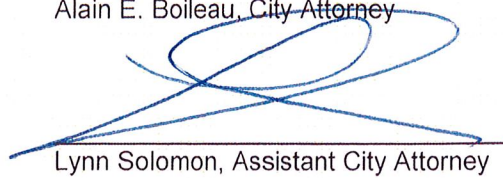
_____ day of _____, 2018



By _____
Lee R. Feldman, City Manager

(CORPORATE SEAL)

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney



Lynn Solomon, Assistant City Attorney

EXHIBIT A
PROJECT DESCRIPTION

- I. Project Title: George English Park Boat Ramp Renovations
- II. Scope of Project: Mobilization and demobilization, Engineering, Geotechnical investigations and testing, Remove and dispose existing docks, Install 18" pilings with caps, Provide and install four new floating docks at the two boat ramps, Sidewalk replacement, Contingency, Bonds and Insurance.
- A. City shall construct the Project in accordance with plans which must be approved by the Broward County Marine Advisory Committee prior to commencement of construction, and plans and specification prepared by, or under the supervision and review of a registered professional architect, engineer, or other appropriate professional as determined by the Contract Administrator. These elements are identified in the Grant Application.
- B. City shall be responsible for obtaining all required state, federal, and local permits, licenses, agreements, leases, easements, and any other required authorizations for the Project.
- C. City shall submit to County quarterly Project status reports signed by the City's Project Administrator on a calendar basis summarizing work or activities accomplished, problems encountered, percentage of work or activities completed, and other appropriate information, as deemed necessary by the Contract Administrator including, but not limited to, photographs to reflect work or activities accomplished.
- D. Upon Project completion, as described below in Subsection E, City shall be required to comply with the following:
1. City shall dedicate the Project for public recreational uses for a minimum of twenty-five (25) years, and the dedication shall be recorded in the Public Records for Broward County, Florida. In the event the Project becomes utilized during the dedication period for any purpose other than the intended purpose of the Project under this Agreement, City shall be required to refund to County any Program Funds provided by County for the Project.
 2. City shall erect a permanent sign on the Project site identifying the Program, and identifying County as a funding source for construction of the Project.
 3. City shall also submit signed as-built site plans including a list of construction facilities and improvements, and color photographs reflecting the work accomplished.
- E. Project completion shall mean the work, services, and activities described in Article 2 and Exhibit A for the Project have been completed, and the engineer,

architect, or other appropriate professional (as determined by the Contract Administrator) has signed a statement certifying satisfactory completion of the Project in accordance with the prepared and approved plans and specifications.

III. Required documentation for work, activities, or services rendered:

- A. The Contract Administrator shall approve all payment requests prior to payment. City shall submit to County signed quarterly project status reports on a calendar basis summarizing the work, activities, or services completed, problems encountered, percentage of completion, and any other appropriate information relating to the Project or requested by the Contract Administrator. Photographs shall be submitted when appropriate to reflect work completed or as requested by the Contract Administrator.
- B. Upon Project completion as described in Subsection II.E, the engineer, architect, or other appropriate professional (as determined by the Contract Administrator) shall sign a statement certifying satisfactory completion of the Project in accordance with the prepared and approved plans and specifications.

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EXHIBIT B
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Broward Boating Improvement Program

Project Title: George English Dock Replacement Project

The undersigned for City hereby swears under penalty of perjury that:

1. City has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on the Project in accordance with Article 4 of the Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

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

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

Dated _____, 20____

_____ CITY
 By _____
 (Signature)
 By _____
 (Name and Title)

STATE OF)
) SS
 COUNTY OF)

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

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

(NOTARY SEAL) _____
 (Signature of person taking acknowledgment)

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

My commission expires:

EXHIBIT C
PREVAILING WAGE RATES

Prevailing Wage Rates: On November 17, 1983, the Board enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of Two Hundred Fifty Thousand Dollars (\$250,000.00) or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

1. Prevailing Wage Rate Ordinance. This Project is not federally funded. If the construction cost is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply:
 - a. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).
 - b. All mechanics, laborers, and apprentices, employed or working directly upon the site of the work shall be paid in accordance with the above-referenced wage rates. City shall ensure that notice is posted of these provisions at the site of the work in a prominent place where it can be easily seen by the workers.
 - c. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Contract Administrator shall submit the question, together with its recommendation, to the County Administrator for final determination.
 - d. In the event it is found by the Contract Administrator that any laborer or mechanic or apprentice employed by City, or any Subcontractor directly on the site of the work, has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the Contract Administrator may: (1) by written notice to City terminate its right to proceed with the work or such part of work for which there has been a failure to pay said required wages; and (2) prosecute the work or portion thereof to completion by contract or otherwise. Whereupon, City, or City's Subcontractor and its sureties shall be liable to County for any excess costs occasioned to County thereby.
 - e. Sections 1(a) through 1(d) above shall apply to the Agreement to the extent that it is: (1) a prime contract subject to the Ordinance; or (2) a subcontract also subject to the Ordinance under such prime contract.

- f. City shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
- g. City shall submit, with each requisition for payment, a signed and sworn "Statement of Compliance" attesting to compliance with Broward County Ordinance No. 83-72. The Statement shall be in the form attached as Exhibit D.
- h. The Contract Administrator may withhold, or cause to be withheld, from City so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watchpersons, and guards employed by City or any Subcontractor on the work, the full amount of wages required by the Agreement.
- i. If City or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the work all or part of the wages required by the Agreement, the Contract Administrator may, after written notice to City, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

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BROWARD COUNTY

***BROWARD BOATING IMPROVEMENT PROGRAM
PROJECT COMPLETION CERTIFICATION***

Grantee: _____

Project Name: _____

I hereby certify that the above referenced project has been completed in accordance with the Broward Boating Improvement Program Grant Agreement between the Broward County Board of County Commissioners and _____, dated the _____, 20____; that all funds allocated for the project were expended pursuant to the Grant Agreement; that all goods and services for accomplishment of the project were negotiated and procured in accordance with all Florida and local laws, and funding program requirements; that all approved project construction was completed on _____, 20_____ which was on or prior to the project completion date specified in the Grant Agreement; and that the project was completed in accordance with the final project plans (site, architectural, engineering) prepared for the project.

Signed: _____
(Project Administrator)

Date: _____

This project was completed in accordance with the final project plans (site, architectural, engineering) prepared for the project.

Signed: _____
(Project Architect or Engineer)

Date: _____

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

STANDARD LANGUAGE FOR PROPERTY RECORDS BROWARD BOATING IMPROVEMENT PROGRAMS

Notice of Limitation of Use/Site Dedication

The property identified in the attached project agreement and boundary map has been developed by the project applicant with financial assistance provided by the Broward County Board of County Commissioners. Land owned and then developed by the project applicant with grant assistance from the Broward Boating Improvement Program (BBIP) shall be dedicated in perpetuity as an outdoor recreation area for the use and benefit of the general public. Leased land developed by the project applicant with grant assistance from the BBIP shall be dedicated as an outdoor recreation area for the general public for a minimum of twenty-five (25) years after completion of the development. BBIP grant funds shall be refunded to Broward County with interest, calculated at two (2) percent above the prevailing prime rate as reported by the Federal Reserve, if the BBIP project identified in the project agreement is removed, demolished or closed to the public by the project applicant within 25 years of project completion.

I certify that a copy or copies of the of the Notice of Limitation of Use/Site Dedication form, project agreement and project boundary map have been filed in the County Courthouse with the deed to the property on which the following grant project is located:

BBIP Project Name

Signature of Liaison Agent

Typed Name and Title

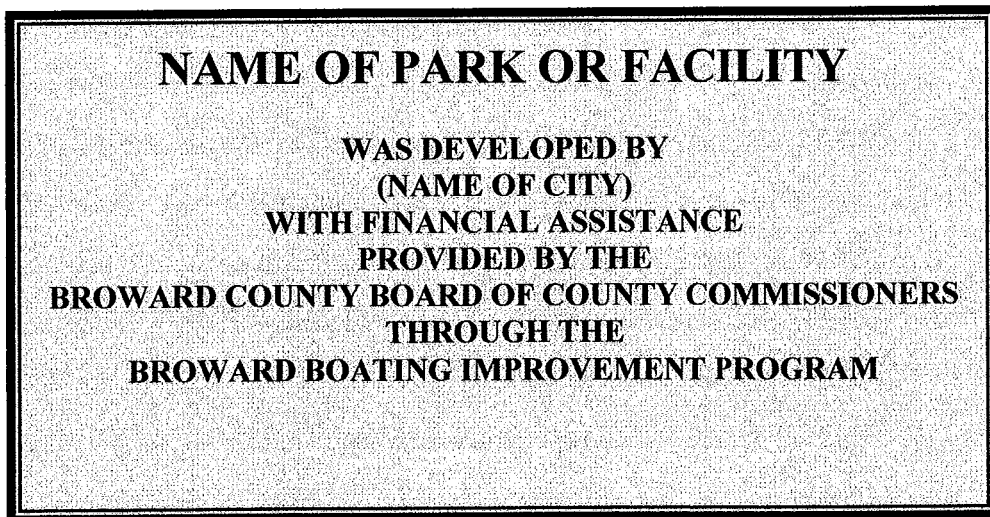
Date

BROWARD COUNTY

BROWARD BOATING IMPROVEMENT PROGRAM SIGN REQUIREMENTS

The grantee is required to erect a permanent information sign or plaque which credits the Broward County Board of County Commissioners and the Broward Boating Improvement Program. The sign must be made of an appropriate material which will be durable for a minimum of twenty-five years after project construction is complete. The sign must be installed on the project site in a visible location, and be approved by Broward County before project reimbursement is processed.

EXAMPLE



BROWARD COUNTY MARINE ADVISORY COMMITTEE

BROWARD BOATING IMPROVEMENT PROGRAM RULES

The purpose of the Broward Boating Improvement Program (BBIP) is to implement provisions of Florida Statute 328.72(15) which provides that a portion of the funds received from boat license fees and retained by County governments to provide recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, and other public launching facilities, derelict vessel removal, and removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Florida Statute 327.53.

DEFINITIONS:

APPLICATION - means the formal request for financial assistance consisting of a complete proposal with required supporting documentation submitted to Broward County.

APPLICANT - means the municipality, government agency, or organization which is responsible for the submission of an application.

COMMITTEE - means the Broward County Marine Advisory Committee.

COUNTY - means the Broward County Board of County Commissioners.

DIVISION - means the Broward County Parks and Recreation Division.

FUND - means the Broward Boating Improvement Program.

GRANT - means funds authorized by the Florida Fish and Wildlife Conservation Commission for Broward County to use for the Broward Boating Improvement Program project.

LIAISON - means the officially designated representative of the Broward County Parks and Recreation Division authorized to act on behalf of the Marine Advisory Committee on all matters related to participation in the program.

POWERBOAT - means any registered vessel used for recreational purposes which is propelled or powered by machinery and which is used or capable of being used as a means of transportation on water.

PROGRAM - means the Broward Boating Improvement Program (BBIP).

PROJECT - means a planned undertaking consisting of eligible Program facilities, improvements or expenses for the public use and benefit of the general recreational boating public.

PROJECT AGREEMENT - means an executed contract between the County and the project applicant setting forth mutual obligations regarding a grant project.

STATE - means the State of Florida.

POLICY:

1. Financial assistance in the form of grants from the Fund shall be made available to Broward County municipalities, and government agency or organization deemed eligible by the Committee for the purpose of providing recreational channel marking and public launching facilities and other public boating-related facilities as permitted by State Statute.
2. Contingent upon the State of Florida permitting vessel fees to be retained by the County, the Division shall send out "Requests for Proposals" to each Broward municipality. The allocation is based on the number of non-commercial power vessels registered in Broward County during the preceding County Fiscal Year (October 1 to September 30).
3. Projects shall be approved by the Committee and recommended to the County Commission for funding in accordance with these rules.
4. The County and municipality, non-county government agency or organization shall enter into a Project Agreement prior to the release of Program funds.
5. Unless otherwise specified in the Project Agreement, a project may not commence until the Project Agreement is fully executed by all parties and a notice to proceed is sent.
6. Program funds may be used as the local cash matching requirement from the Florida Recreation Development Assistance Program, the Florida Inland Navigation District Waterway Assistance Program, Florida Boating Improvement Program or any other eligible grant programs.
7. The site of a proposed land-based development project shall be dedicated for public recreational use. If owned, the project site must be dedicated in perpetuity. The dedication shall extend for a minimum period of 25 years after project completion if control of the site is by lease, permit, management agreement or other similar instrument. The dedication shall be recorded in the public property records.
8. The location of any vessel launching facility and access to the water body it serves shall not pose a threat to other boating or recreational activities on the water body it serves.

APPLICATION REQUIREMENTS

1. The Broward Boating Improvement Program Application Form is hereby incorporated by reference and is available from the Division at 950 N.W. 38th Street, Oakland Park, Florida 33309. One (1) original and nineteen (19) copies of the Grant Application request for funding will be submitted during the application submission period stated in the Request for Proposal. Included with the application should be an official resolution by the applicant's governing body, submission letter, location map, boundary map, site plan, and proof of site control if project site is leased. Emergency requests for funding may be submitted at any time on an official BBIP Application by a municipality or government agency and will be reviewed at the next scheduled Committee meeting. All applications will be reviewed for eligibility and completeness by the liaison. The applicant will be notified if the application is ineligible or is not complete, and will be allowed to correct all deficiencies before recommendations are made to the County Commission. Emergency BBIP applications will be reviewed for the validity of the emergency. All applications will be reviewed, scored, and ranked by the MAC. Funding of BBIP Applications will be determined by the availability of BBIP funds.
2. A Municipality shall approve the submission of an application by official resolution. A copy of that resolution shall be submitted with the application. All other applicants shall submit a letter with the application authorizing the submission of the application.
3. Once the County has approved a project, the County and municipality, non-county government agency, or organization shall enter into a Project Agreement which sets forth the responsibilities and duties of each party regarding the project administration. Special terms and conditions shall be incorporated into the Project Agreement as particular circumstances dictate. County agencies will enter into an inter-divisional letter of understanding.
4. The County may reject applications from municipalities, and all government agencies and organizations which have not met their obligations under the terms of previous Project Agreements.

PROJECT ELIGIBILITY

1. Monies from the Fund shall be used for projects aimed at improving recreational boating for the public. Any project developed with assistance from this Program shall be for the use and benefit of the general boating public.
2. Program funds may be used for projects such as:
 - a. Construction, expansion, renovation, or installation of the following for public use on land and waters:
 - (1) Recreational powerboat boat ramps, lifts and hoists, marine railways and other public launching facilities

- (2) Recreational channel marking and other uniform waterway markers.
 - (3) Public docking and mooring facilities for recreational powerboats.
 - (4) Access roads and parking for recreational powerboat public launching facilities.
 - (5) Dredging which is ancillary to a project which provides access to a publicly owned or maintained marine facility
 - (6) Recreational boating related support facilities and utilities such as restrooms, lighting, water, sewer, and electrical that are part of a recreational powerboat public launching facility.
 - (7) Bulkheads, rip-rap, and seawall construction relative to the construction of a recreational powerboat public launching facility.
 - (8) Removing derelict vessel, debris that specifically impede boat access, not including the dredging of channels, and vessels and floating structures deemed a hazard to public safety and health for failure to comply with Florida Statute 327.53.
 - (9) Design and engineering costs, and permit fees are permitted to be submitted as a Phase I project the maximum amount to be funded is fifty (50%). Phase II provides for the construction of the project that is designed, engineered and permitted in Phase I. The County will not reimburse Phase I design, engineering and permitting costs until the beginning of construction of Phase II.
3. Project costs which are eligible for funding include only those necessary for the construction and completion of an eligible project.
 4. Project construction expenses that are eligible for funding include payments to construction contractors, vendors for purchase of materials, rental of equipment or lump sum labor contracts.
 5. Ineligible expenses include project administration, land acquisition, signage, landscaping and irrigation, docks or facilities used for fishing, crabbing or other forms of aquatic harvesting, maintenance or renovation of previously funded Florida Boating Improvement or BBIP projects funded within the past 25 years, tools, equipment, boats, boat motors, office equipment, and materials not used exclusively for the project.
 6. Eligible expenses include the maximum of fifty percent (50%) of project design and engineering costs and permit fees.

PROJECT DESIGN CRITERIA

1. All projects shall be designed in accordance with standard engineering practices, and implemented in compliance with state and local building codes and applicable laws.
2. All local, State and Federal permits, leases, easements, management agreements, or other similar required authorizations for the project shall be obtained prior to the commencement of project construction.
3. The Committee shall review and approve all final site plans or construction plans before the commencement of project construction. Construction commencement before plan approval by the Committee will result in non-reimbursement of the project.

GRANT CONDITIONS

1. Facilities funded in whole or in part by Program Funds shall be administered and made available to the general public on a non-exclusive basis without regard to race, color, religion, sex, national origin, age, marital status, political affiliation, disability, sexual orientation, pregnancy, or gender identity or expression (Broward County Code of Ordinances, Chapter 16 ½-3(p), the political jurisdiction in which a person resides, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
2. The applicant shall not unlawfully discriminate against any person in its operations and activity, in its use or expenditure of Program Funds and shall affirmatively comply with all applicable provisions of the Americans With Disabilities Act (ADA) in the course of providing any facility funded in whole or in part by the County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.
3. The municipality, agency or organization must submit to the Division a Project Completion Certificate upon completion of the project, with the Division required close-out documents for reimbursement, available from the Division at 950 NW 38th Street, Oakland Park, Florida 33309.
4. The Applicant shall be responsible to the County for insuring the satisfactory operation and maintenance of sites and facilities funded under this Program for a minimum of 25 years from the date of project completion.
5. Proposed changes to the Project Agreement (i.e., scope of the project, project period, or grant amount) must be submitted to the Division in writing at least six months in advance of the project construction completion date by the Applicant, accompanied by a statement of justification for the proposed changes. Proposed changes will be submitted to the Committee by the Division, at the Committee's next scheduled meeting, for their review and recommendation to the County Commission. Agreed changes shall be evidenced by a formal Amendment to the Project Agreement, or a new agreement. Minor changes in the

scope of the project shall be submitted to the Division in writing. The minor change will be reviewed by the Liaison and submitted to the Committee at their next scheduled meeting for their approval. If a project is constructed and is not consistent with the scope of the project listed in the Project Agreement and the construction plans approved by the Committee, the County shall withhold reimbursement until all items listed in the scope of the project and approved plans are completed.

6. The County shall have the right to terminate a Project Agreement or demand refund of Program Funds for non-compliance with the terms of the Project Agreement or these rules. Failure of an Applicant to comply with the provisions of a Project Agreement or the rules shall result in the County declaring the Applicant ineligible for further participation the Program until such time as the Applicant completes the terms of the Project Agreement or Rules.
7. The Applicant shall be responsible for the erection and maintenance of a permanent BBIP acknowledgment sign or plaque at the project site for the life of the project. Appropriate wordage for the sign or plaque is included in the close-out documents.
8. Facilities funded with BBIP monies shall be used only for recreational power boating purposes and are not to be used for fishing or crabbing or other forms of aquatic harvesting. Fishing lines or crab lines cannot block access to docks or ramps funded with BBIP monies.
9. The BBIP definition of a derelict vessel is a vessel that has been abandoned by the owner and is creating a navigational hazard by blocking or intruding into a navigational channel, or creating an environmental hazard by due to its unique location. Vessels that are behind private property or at a private marina or dock are prohibited being removed with BBIP funds.

ACCOUNTABILITY

The following procedures shall govern the accountability of Program grant funds:

1. Each applicant is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records for a period of seven years, as necessary to properly account for all Program funds.
2. All required close-out documents, available from the Division at 950 NW 38th Street, Oakland Park, Florida 33309, shall be submitted to the Division prior to reimbursement of Funds.
3. All project Funds are reimbursable only upon full completion of the project.
4. The Liaison or County personnel may inspect completed projects and audit project financial records.

5. If found by any State, County or independent audit that Project Funds have not been used in accordance with the Project Agreement, Rules, or applicable laws, the Applicant shall be responsible for repayment of misused funds with interest from the date the funds were allocated to the Applicant, using the Consumer Price Index for all Urban Consumers for Miami/Fort Lauderdale, to the County for deposit in the Fund, and may result in the County declaring the Applicant ineligible for further participation the Program.

Prepared by: John R. Fiore, Liaison, MAC, August 18, 1998. Revised: Dec. 4, 1998, Oct. 28, 2002, May 14, 2003, July 24, 2006, July 24, 2007, Dec. 30, 2008 July 22, 2009, July 13, 2010, July 23, 2012, July 18, 2014, July 21, 2014