



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#23-1021

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: November 21, 2023

TITLE: Resolution Approving City of Fort Lauderdale FY 2024 Not for Profit Grant
Participation Agreement with Museum of Discovery and Science, Inc., -
\$214,800 - **(Commission Districts 1, 2, 3 and 4)**

Recommendation

Staff recommends the City Commission adopt a resolution approving a City of Fort Lauderdale FY 2024 Not for Profit Grant Participation Agreement with Museum of Discovery and Science, Inc., a not-for-profit corporation, ("MODS"), in the amount of \$214,800, and authorizing execution of the agreement.

Background

With the adoption of the FY 2024 Budget, the City Commission approved contributions to not-for-profit organizations that support the needs of the community while making a positive impact. The benefiting not-for-profit organization is required to execute a participation agreement that provides for amount, terms of contribution, scope of services, and standards of performance.

The mission of Museum of Discovery and Science, Inc., is connecting people to inspiring science. MODS provides interactive educational exhibits, an outdoor Science Park, science camps, lectures, events, and documentaries. The funding will be used to provide kindergarten through 5th grade students in nineteen (19) public elementary schools, located within the City of Fort Lauderdale, with access to museum and school instruction to improve long-term academic success in the critical STEM (science, technology, engineering, math) disciplines. Scope is described in the attached participation agreement as Exhibit 1.

Resource Impact

There is a fiscal impact to the General Fund in the amount of \$214,800 in FY 2024. Funding is budgeted and available in the account listed on the following page.

Funds available as of October 23, 2023					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER/ SUB-OBJECT NAME	AMENDED BUDGET (CHARACTER)	AVAILABLE BALANCE (CHARACTER)	AMOUNT
10-001-9002-519-40-4210	Other General Government – Social/Cultural	Other Operating Expense/Social Contributions	\$2,003,504	\$1,284,219	\$214,800
TOTAL CONTRIBUTION ►					\$214,800

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Public Places Focus Area
- Goal 3: Build a healthy and engaging community.
- Objective: Offer a diverse range of recreational and educational programming

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Prosperous.

Attachments

- Exhibit 1 – City of Fort Lauderdale FY 2024 Not for Profit Grant Participation Agreement
- Exhibit 2 – Resolution

Prepared by: Charmaine Crawford, Senior Assistant to the Director, Office of Management and Budget

Department Director: Laura Reece, Office of Management and Budget

Donna Samuda

From: Charmaine Crawford
Sent: Wednesday, January 31, 2024 10:43 AM
To: Donna Samuda
Subject: RE: Museum of Discovery and Science NP Agreement

Follow Up Flag: Follow up
Flag Status: Flagged

Great, thanks Donna. Can you please interoffice the original agreement(s) to Jennifer Larregui, Senior Legal Assistant, 1 East Broward Blvd., Suite 1605.

Regards,

Charmaine M. Crawford

Senior Assistant to the Director
City of Fort Lauderdale
Office of Management and Budget
ph: 954-828-5425 | cell: 954-729-6993



From: Donna Samuda <DSamuda@fortlauderdale.gov>
Sent: Wednesday, January 31, 2024 8:32 AM
To: Charmaine Crawford <CCrawford@fortlauderdale.gov>
Subject: Museum of Discovery and Science NP Agreement

Good Morning Charmaine,

The abovementioned Agreement, with a scanned copy attached, has been received. It was sent to us via FedEx. The only signatures needed are for the Mayor with Attest by the City Clerk, City Manager, and City Attorney.

Donna

Donna M. Samuda | Senior Administrative Assistant
City of Fort Lauderdale |
Office of Management and Budget – Structural Innovation
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, FL 33301
PH: 954-828-5015 | dsamuda@fortlauderdale.gov



The City of Fort Lauderdale is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages to and from City of Fort Lauderdale employees or officials are covered under such laws and thus subject to public disclosure.

- PSJ** CR-2 23-1002 Resolution Accepting a Grant from Florida Department of Environmental Protection - Land Water Conservation Fund Grant - \$1,100,000 - (Commission District 2)
- ADOPTED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis
- RMH** CR-3 23-1008 Resolution Imposing Special Assessment Liens for Lot Clearing - (Commission Districts 1, 2, 3 and 4)
- ADOPTED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis
- RMH** CR-4 23-1009 Resolution Imposing Special Assessment Liens for Graffiti Removal - (Commission District 3)
- ADOPTED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis
- PGB** CR-5 23-1020 Resolution Approving a City of Fort Lauderdale FY 2024 Not For Profit Grant Participation Agreement with Early Learning Coalition of Broward County, Inc. - \$75,000 - (Commission Districts 1, 2, 3 and 4)
- ADOPTED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis
- PGB** CR-6 23-1021 Resolution Approving City of Fort Lauderdale FY 2024 Not for Profit Grant Participation Agreement with Museum of Discovery and Science, Inc., - \$214,800 - (Commission Districts 1, 2, 3 and 4)
- ADOPTED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis
- KCM** CR-7 23-1061 Resolution Approving NE 35th Street to also be known as "Chabad Drive" between State Road A1A and Galt Ocean Drive - (Commission District 1)
- ADOPTED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
MUSEUM OF DISCOVERY AND SCIENCE, INC.

Filing Information

Document Number	734970
FEI/EIN Number	59-1709542
Date Filed	02/17/1976
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	09/21/2007
Event Effective Date	NONE

Principal Address

401 SW 2ND ST.
FT LAUDERDALE, FL 33312-1707

Changed: 03/07/2018

Mailing Address

401 SW 2ND ST.
FT LAUDERDALE, FL 33312-1707

Changed: 03/07/2018

Registered Agent Name & Address

Nonnenmacher, Cathy
401 SW 2ND ST
FORT LAUDERDALE, FL 33312

Name Changed: 04/15/2021

Address Changed: 04/20/2007

Officer/Director Detail

Name & Address

Title Treasurer

Clay, Brian
401 SW SECOND ST
FORT LAUDERDALE, FL 33312

Title CEO

COX, JOSEPH
401 SW SECOND ST
FORT LAUDERDALE, FL 33312

Title CFO

Nonnenmacher, Cathy
401 SW 2ND ST.
FT LAUDERDALE, FL 33312-1707

Title Chairman

Robertson, Johnathan
401 SW 2ND ST.
FT LAUDERDALE, FL 33312-1707

Annual Reports

Report Year	Filed Date
2022	02/09/2022
2023	01/22/2023
2024	01/22/2024

Document Images

01/22/2024 -- ANNUAL REPORT	View image in PDF format
01/22/2023 -- ANNUAL REPORT	View image in PDF format
02/09/2022 -- ANNUAL REPORT	View image in PDF format
04/15/2021 -- ANNUAL REPORT	View image in PDF format
01/27/2020 -- ANNUAL REPORT	View image in PDF format
06/13/2019 -- ANNUAL REPORT	View image in PDF format
03/07/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
07/06/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
02/17/2015 -- ANNUAL REPORT	View image in PDF format
01/24/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
02/24/2011 -- ANNUAL REPORT	View image in PDF format
03/04/2010 -- ANNUAL REPORT	View image in PDF format
04/10/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
09/21/2007 -- Amended and Restated Articles	View image in PDF format

04/20/2007 -- ANNUAL REPORT	View image in PDF format
04/18/2006 -- ANNUAL REPORT	View image in PDF format
02/14/2005 -- ANNUAL REPORT	View image in PDF format
01/26/2004 -- ANNUAL REPORT	View image in PDF format
03/03/2003 -- ANNUAL REPORT	View image in PDF format
02/05/2002 -- ANNUAL REPORT	View image in PDF format
01/25/2001 -- ANNUAL REPORT	View image in PDF format
03/01/2000 -- ANNUAL REPORT	View image in PDF format
02/20/1999 -- ANNUAL REPORT	View image in PDF format
10/13/1998 -- ANNUAL REPORT	View image in PDF format
01/28/1998 -- ANNUAL REPORT	View image in PDF format
05/05/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Cathy Nonnenmacher Title: CEO Entity: Museum of Discovery + Science

Signature: [Handwritten Signature] Date: 2/14/24

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 14 day of February 2024, by Cathy Nonnenmacher, as CEO for Museum of Discovery and Science, Inc, who is

personally known to me or who has produced _____ as identified by _____

Notary Public Signature: Sandra McCarthy (Notary Seal)

Print Name: Sandra McCarthy My commission expires: 08/03/2025



Sandra L. McCarthy
Notary Public
State of Florida
Comm# HH160806
Expires 8/3/2025

**CITY OF FORT LAUDERDALE
FY 2024 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2024 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT, (“Agreement”), made and entered into this 21st day of November, 2023, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose address is 101 NE 3rd Avenue, Suite 1400, Fort Lauderdale, Florida, 33301, and Museum of Discovery and Science, Inc., a Florida not for profit corporation, (“Participant” or “Organization” or “Contractor”), whose principal place of business is 401 Southwest 2nd Street, Fort Lauderdale, Florida, 33312.

WHEREAS, the mission of Museum of Discovery and Science, Inc., is “Connecting people to inspiring science.”; and

WHEREAS, the Participant’s purpose is to improve long-term academic success in the critical STEM (science, technology, engineering, math) disciplines; and

WHEREAS, the City’s contribution of grant funds to the Participant will enable the Participant to provide kindergarten through 5th grade students in nineteen (19) public elementary schools located in the City of Fort Lauderdale, Florida, with Museum and school instruction to improve long-term academic success in the critical STEM (science, technology, engineering, math) disciplines, professional development courses for teachers, four educational experiences which include a choice of full days of interactive educational activities at each school or full school-day field trips to the Museum of Discovery and Science, or both, for an estimated number of 2,500 students, among other things, all of which will serve a legitimate public and municipal purpose;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Participant hereby agree as follows:

I. SCOPE OF SERVICES

The Participant shall use funds provided by the City pursuant to this Agreement to provide kindergarten through 5th grade students in nineteen public elementary schools located in the City of Fort Lauderdale, Florida, with Museum and school instruction to improve long-term academic success in the critical STEM (science, technology, engineering, math) disciplines. Grant funding will be utilized for professional development courses for teachers from these schools, four educational experiences which include a choice of full days of interactive educational activities at each school or full school-day field trips to the Museum of Discovery and Science, or both, for an estimated number of 2,500 students. Grant funding may also include reasonable expenses such as for the following:

- Bus transportation between the nineteen public elementary schools in the City of Fort Lauderdale and the Museum of Discovery and Science
- Provision of Family Maker Kits (educational kits including supplies, activity sheets, and materials) for each student attending a public elementary school in the City of Fort Lauderdale

- Supplies and materials for professional development workshops for teachers from nineteen public elementary schools in the City of Fort Lauderdale to advance academic success in STEM disciplines
- IMAX documentary film licensing costs for student viewing
- Supplies and materials for educational activities and design/engineering challenges

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be October 1, 2023, through September 30, 2024. The Organization shall have incurred all expenditures of funds that are reimbursable pursuant to this Agreement on or after October 1, 2023, and before September 30, 2024. The effectiveness of this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds.

III. FINANCIAL REPORTING

Within ninety (90) days after the close of the Organization's fiscal year, the Organization shall submit to the City a financial statement and summary report, prepared in accordance with generally accepted accounting principles, accounting for the funds expended pursuant to this Agreement and reporting upon the manner in which they were expended. The financial statement and summary report shall be certified by a Certified Public Accountant. The financial statement and summary report shall be directed to the City as follows:

Office of Management and Budget
Budget/CIP and Grants Division
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, FL 33301

This Section shall survive the expiration or early termination of this Agreement.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City pursuant to this Agreement shall not exceed \$214,800. The funds will be distributed quarterly, on a reimbursement basis, following the City's receipt of supporting receipts, invoices, and reports detailing the activities set forth in this Agreement. Within thirty days following the end of each calendar quarter, beginning with the calendar quarter ending December 31, 2023, the Participant shall submit to the City a request for reimbursement on a form prescribed by the City, together with detailed receipts, invoices, and reports describing the services performed in accordance with the terms of this Agreement during the previous calendar quarter. In no event will the Participant be compensated for any services that have not been described in this Agreement or in a separate amendment to this Agreement. This Section shall survive the expiration or early termination of this Agreement.

The Participant shall not use City grant funds for:

- Profit
- Alcoholic beverages
- Staff salaries
- Staff bonuses
- Lobbying services
- Legal services
- Land acquisition
- Membership fees
- Travel
- Costs due to negligence
- Debt
- Audit services
- Taxes
- Food and drink
- Unemployment compensation
- FICA, Retirement, Life, and/or Medical Insurance
- Worker's Compensation Insurance
- Recreational activities
- Receptions
- Fundraising
- Gift certificates or monetary awards
- Administration
- Luxury items as determined by the City in the City's sole discretion
- Cable or satellite television
- Cellular telephones or services
- Any activity that would violate any applicable law, ordinance, or regulation

V. NOTICES

Notices required by or otherwise related to this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City

Greg Chavarria
City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 1430
Fort Lauderdale, FL 33301

Participant

Rick Burgess
Chairman
Museum of Discovery and Science, Inc.
401 Southwest 2nd Street
Fort Lauderdale, FL 33312

VI. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

B. Indemnification

Participant shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. This Section shall survive the expiration or early termination of this Agreement.

C. Amendments

No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith, except that the City may, in the City's sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines or policies, the availability of funds, or for other reasons.

D. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Default

Any of the following events shall constitute an "event of default" pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If the Participant files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant, of any trustee, receiver, or liquidator of the Participant, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.
3. Participant's breach, violation, or failure to perform any of the obligations or any of the covenants or conditions set forth in this Agreement.

Upon the occurrence of any event of default, the City shall issue written notice in

accordance with Article V and the Participant shall have thirty (30) days within which to cure such default. If Participant fails to cure the default within the thirty (30) days, the City may terminate this Agreement immediately.

F. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

G. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2- 187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

H. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may

be amended or revised, or is engaged in a boycott of Israel.

I. Compliance

The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

J. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Participant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Participant. The Participant shall provide the City a certificate of insurance evidencing such coverage. The Participant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Participant shall not be interpreted as limiting the Participant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Participant for assessing the extent or determining appropriate types and limits of coverage to protect the Participant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Participant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Participant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its

officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Participant does not own vehicles, the Participant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Insurance Certificate Requirements

- a. The Participant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Participant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Participant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Participant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Participant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies.
- g. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Participant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Participant's expense.

If the Participant's primary insurance policy/policies do not meet the minimum

requirements, as set forth in this Agreement, the Participant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Participant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Participant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Participant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Participant's insurance policies.

The Participant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Participant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Participant's responsibility to ensure that any and all of the Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Participant.

K. Subcontractors

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. This Section shall survive the expiration or early termination of this Agreement.

L. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.L, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section VI.L in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

M. Audit

The City or the City's designee may audit the books, records, and accounts of the Participant that are related to this Agreement. The Participant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Participant shall preserve and make available, at reasonable times for examination and audit by the City in Broward

County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the Participant shall retain the books, records, and accounts until resolution of the audit findings. The Participant shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Participant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry.

N. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

O. Waiver

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. 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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

P. Entire Agreement

This Agreement shall constitute the entire agreement between City and Participant for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participant with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred, or encumbered by the Participant without the prior written consent of the City. All representations and warranties made herein regarding the Participant's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

Q. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal

jurisdiction, in the Southern District of Florida.

R. Termination for Convenience

The CITY has the unqualified and absolute right to terminate this Agreement at any time upon written notice by the CITY to the Participant, in which event, the Participant shall be paid its compensation for services performed up to the termination date. In the event that the Participant abandons this Agreement or causes it to be terminated, the Participant shall indemnify the CITY against any losses pertaining to such termination.

S. Attorney Fees

In the event that either party brings suit for enforcement of this Agreement, the Participant shall pay the City's attorney fees and costs. This Section shall survive the expiration or early termination of this Agreement.

T. Legal Representation

It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

IN WITNESS WHEREOF, the City and the Participant execute this Agreement as follows:

ATTEST:



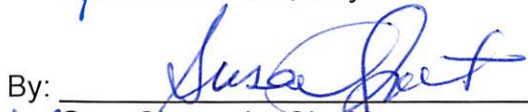
David R. Soloman, City Clerk



CITY OF FORT LAUDERDALE

By: 

Dean J. Trantalis, Mayor

By: 

for Greg Chavarria, City Manager

Approved as to form:



Assistant City Attorney

WITNESSES:

MUSEUM OF DISCOVERY AND SCIENCE,
INC.

[Signature]

By: [Signature]
Johnathan Robertson, Chairman

Print Name: Samantha Leitch

[Signature]

Print Name: Andrea Fuentes



(CORPORATE SEAL)

ATTEST:

[Signature]
Brian Clay, Treasurer

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of January, 2024, by Johnathan Robertson as Chairman for Museum of Discovery and Science, Inc., a Florida not for profit corporation.

(SEAL)

[Signature]
Signature of Notary Public – State of Florida



Sandra L. McCarthy
Notary Public
State of Florida
Comm# HH160806
Expires 8/3/2025

[Signature]
Print, Type, or Stamp Commissioned
Name of Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

26

Today's Date: 2 / 1 / 2024

DOCUMENT TITLE: MUSEUM OF DISCOVERY AND SCIENCE, INC. – FY 2024 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT

COMM. MTG. DATE: 11/21/2023 CAM #: 23-1021 ITEM #: CR-6 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 3/6/24 Paul G. Bangel PGB/JS
Attorney's Name Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 03/06/24

3) City Manager's Office: CMO LOG #: MAR13 Document received from: _____

Assigned to: GREG CHAVARRIA
ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo _____ (Initial/Date) S. Grant _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: _____

4) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Scan original and forwards 2 originals to: C. Crawford/Budget/Ext. 5425

Attach ___ certified Reso # _____ YES NO Original Route form to J. Larregui/CAO