

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

Coastal Dune Planting

IN THE AMOUNT OF \$7,875.00

PROVIDING FOR FUNDING AND ADMINISTRATION OF COASTAL DUNE RESTORATION GRANT PROGRAM

This Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Fort Lauderdale, its successors and assigns, hereinafter referred to as "Grantee," collectively the "parties."

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

ARTICLE 1. DEFINITIONS

- 1.1 Assurances. Those assurances made by Grantee to County as specifically set forth in this Agreement.
- 1.2 Board. The Board of County Commissioners of Broward County, Florida.
- 1.3 Coastal Dune Restoration Funds. Money given to Grantee pursuant to the terms of this Agreement.
- 1.4 Coastal Dune Restoration Grant Program or Program. The Program established by Broward County for the purpose of stabilizing coastal beaches by creating, planting, and maintaining a coastal dune on beachfront property.
- 1.5 Contract Administrator. Director of Environmental Planning and Community Resilience Division ("Division Director") or such person's successor as designated by the Division Director in writing.

1.6 **County.** Broward County, Florida, a political subdivision of the State of Florida.

1.7 **Division.** Broward County Environmental Planning and Community Resilience Division.

1.8 **Grantee.** Recipient of Coastal Dune Restoration Grant Program Funds pursuant to the terms of this Agreement.

1.9 **Project.** The project or projects set forth in Article 2 hereof, and Exhibit "A" entitled Project Description.

ARTICLE 2. PROJECT

2.1 Grantee agrees to provide and implement the following eligible Project more specifically described and set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Grantee agrees that no work shall begin on the Project until Grantee receives notification to proceed with the Project from the Contract Administrator or designee. If the Project is begun prior to receipt of such notification to proceed, Grantee shall not be eligible for reimbursement of funds expended prior to receipt of the notification to proceed.

2.3 Grantee shall meet or exceed the standards noted in the Project Description attached and incorporated in this Agreement, and all applicable codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design and construction.

2.4 County recognizes that the budget submitted with the grant application is a best estimate required for successful implementation of the proposed Project. Once underway, modifications to the Project may be necessary. Any request by Grantee to modify the Project details or specifications contained in Exhibit "A" must be submitted in writing to the Division Director or designee. The Division Director or designee may approve requests to modify the Project details or specifications contained in Exhibit "A" upon a showing by the Grantee that the modification supports the goals of the Program and will not result in Grantee seeking the reimbursement of funds greater than the maximum dollar amount set forth in Section 3.1 or less dune planting than set forth in the Project Description. Grantee agrees that no work shall begin on the modified Project until Grantee receives written notification of approval from the Division Director or designee.

2.5 Grantee agrees to provide DIVISION one week prior notice as to the date and time the Project will take place so that County representatives may attend the event. County reserves the right to attend any Project.

ARTICLE 3. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

3.1 County agrees to reimburse Grantee for implementation of the Project in the maximum amount of \$ 5,000.00. Grantee agrees to expend the funds allocated to the Project no later than the termination date established herein. All funds not expended within the term of this Agreement shall remain in the custody and control of County.

3.2 Grantee shall provide matching funds in a minimum amount equal to fifty percent (50%) the amount set forth in Section 3.1 in the form of: **[Check at least one]**

- Applicant cash: cash from Grantee's present resources such as savings or cash reserves.
- Contributions: public, private, or corporate contributions to be used towards the Project.
- In-kind: contributions in the form of goods or services directly benefitting the Project. In-kind contributions shall include, but are not limited to: dune plants, posts and ropes, irrigation, labor, and community outreach.

3.3 Close-out Report. At the completion of the Project, Grantee shall provide the Contract Administrator with two (2) copies of a report demonstrating compliance with the approved Project plans which includes, but is not limited to:

- a) Color photographs of the dune planting area before and after completion of the Project, which includes plantings and the surrounding areas;
- b) A brief summary of the Project, including the number of people involved in implementing the Project;
- c) Receipts for items purchased;
- d) Details of time and number of people involved; and
- e) Written approval of the inspection by the Contact Administrator.

3.4 Upon completion of the Project, Grantee shall invoice County as follows:

3.4.1 Grantee shall provide County with an executed original of any contracts or subcontracts authorizing the work to be done on the Project.

3.4.2 Invoices shall be certified by the Grantee's authorized officer. Grantee shall not use these funds for any purpose other than the purpose set forth in this Agreement. Grantee shall not seek reimbursement from County for funds, or materials purchased with such funds, used to satisfy other grant programs.

3.4.3 Request by Grantee for payment shall be accompanied by proper documentation. For purposes of this section, copies of invoices, receipts, evidence that the completed project has been inspected and approved by the Contract Administrator, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by County later than sixty (60) days after one year from the Effective Date, any extension of the Effective Date, or termination of this Agreement.

3.4.4 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 County. Payment may be withheld for failure of Grantee to comply with a term, condition, or requirement of this Agreement.

3.5 Upon Contract Administrator's receipt of Grantee's invoice for reimbursement, approval of Grantee's Close-out Report, and approval of the final inspection by the Contract Administrator verifying that the Project has been completed in accordance with the Project Description, the Department shall authorize payment to Grantee in the amount it determines to be payable.

ARTICLE 4. FINANCIAL RESPONSIBILITY

4.1 Grantee hereby agrees to maintain books and records in accordance with Generally Accepted Accounting Principles and properly reflect all expenditures of funds that Grantee seeks reimbursement upon by County.

4.2 Grantee hereby gives County, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Project. Grantee 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 Project. All books, records, and accounts of Grantee 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, Grantee or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Grantee and its subcontractors shall preserve and upon County's request make available, at reasonable times for examination and audit by County, 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 Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. 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 books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Grantee's and its subcontractors' records, Grantee and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state

law shall be violated by Grantee or its subcontractors. 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.

Grantee shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

4.3 Grantee hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to County or shall not seek reimbursement from County of those funds.

4.3 The Close-out Report shall account for all monies received from County via explicit, discrete disclosures and accompanying notes to the Close-out Report.

4.4 Late submission of the Close-out Report shall result in suspension of payment under this Agreement until the required documentation is received and accepted by County. Grantee acknowledges that submission of the Close-out Report to any other Broward County office, agency, or division does not constitute compliance with requirements to submit material to the Contract Administrator. Failure of the Grantee to meet these financial reporting requirements shall result in suspension of payment under this or any subsequent grant agreement in effect and disqualify the Grantee from obtaining future grant awards until such financial reports are received and accepted by County.

4.5 Any corrections to Close-out Report requested by the County shall be made and submitted to the County within thirty (30) days after a written request is received by Grantee.

ARTICLE 5. TERM AND TIME OF PERFORMANCE

5.1 The Agreement shall become effective on the date it is fully executed by the parties (the "Effective Date"). The Agreement shall terminate after one year and two (2) months from the Effective Date. Grantee shall have one year from the Effective Date to complete the Project.

5.2 Grantee may request an extension of up to six (6) months for completion of the Project, subject to approval by Contract Administrator. Under special, limited circumstances such as droughts, hurricanes, or other conditions beyond the control of and not attributable to the Grantee, the Contract Administrator may grant an extension up to one (1) year for completion of the Project. Any extension request shall be in writing and delivered to the Contract Administrator at least sixty (60) days prior to the end of the original term. Failure to complete the Project within one (1) year from the Effective Date or any extension as set forth herein may result in the forfeiture of the Coastal Dune Restoration Funds. Any time extension authorized by the Contract Administrator shall extend the dates and timeframes in this Agreement by an equal amount of time.

ARTICLE 6. TERMINATION

6.1 This Agreement may be terminated for cause by action of the Board or by Grantee upon thirty (30) days written notice by the party that elected to terminate. Additionally, this Agreement may be terminated for convenience by action of the Board upon not less than ten (10) days written notice by the Contract Administrator. Contract Administrator may terminate this Agreement upon such notice, as the Contract Administrator deems appropriate under the circumstances, in the event the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

6.2 Notice of termination shall be provided in accordance with "Notices" section of this Agreement; except that notice of termination deemed by the Contract Administrator necessary to protect the public health, safety, or welfare may be verbal and promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

6.3 In the event this Agreement is terminated for convenience, Grantee shall be paid for any properly invoiced services performed up to the date this Agreement is terminated; however, upon being notified of County's election to terminate, Grantee shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Grantee acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Grantee, is given as specific consideration for County's right to terminate this Agreement for convenience.

6.4 County shall have the right to terminate this Agreement and deny payment of Program funds to Grantee for noncompliance with the terms and conditions of this Agreement. Failure to comply with these terms and conditions may result in County declaring Grantee ineligible for further participation in the Program until such time as Grantee complies therewith.

6.5 In the event this Agreement is terminated, any compensation payable by County shall be withheld until all documents are provided to County pursuant to the "Ownership of Documents" section of this Agreement.

6.6 Notwithstanding the above, Grantee shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Grantee, and County may withhold any payments to Grantee, for the purposes of setoff until such time as the exact amount of damages is determined. This provision shall survive the termination of this Agreement.

ARTICLE 7. MISCELLANEOUS

7.1 Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act. Grantee shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Grantee shall affirmatively comply with all applicable provisions of the

Americans with Disabilities Act ("ADA") in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Grantee shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility. Grantee's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. Grantee shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

7.2 Independent Contractor. Grantee is an independent contractor under this Agreement. Services provided by Grantee shall be performed by employees of Grantee and subject to supervision by Grantee, and shall not be deemed officers, employees, or agents of County. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Grantee, which policies of Grantee shall not conflict with County, or State of Florida policies, rules, or regulations relating to the use of the funds provided for under this Agreement.

7.3 Notice. Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

NOTICE TO COUNTY:

Division Director
Environmental Planning and Community Resilience Division
115 S. Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301
Email Address of Division Director: jjurado@broward.org

NOTICE TO GRANTEE:

Phil Thornburg, Director
1350 West Broward Boulevard
Fort Lauderdale, FL 33312
Email Address for Grantee: Pthornburg@fortlauderdale.gov

7.4 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.5 Amendments. County may, in its discretion, amend this Agreement to conform to changes in federal, state, local, or County directives and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners, except as set forth herein. Except for the provisions as set forth herein and within Paragraph 2.4, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. All requests for an amendment by Grantee to this Agreement must be submitted in writing to the Contract Administrator no less than ninety (90) days prior to the termination date of the Agreement.

7.6 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Grantee without the prior written consent of County. If Grantee violates this provision, County shall have the right to immediately terminate this Agreement. Grantee 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. Grantee 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.

7.7 Ownership of Documents. 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, Grantee 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 Grantee, whether finished or unfinished, shall become the property of County, and shall be delivered by Grantee to Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Grantee shall be withheld until all documents are received as provided herein.

7.8 Conflict of Interest. Grantee covenants that no person who presently exercises any functions or responsibilities in connection with the Project has any personal financial interest in the Project and shall not have such an interest for one (1) year thereafter. Any possible conflicting interest on the part of Grantee, its employees, or agents, shall be disclosed in writing to the Contract Administrator. It shall not be deemed a conflict as long

as all purchasing for consumables, capital equipment, and services are obtained in conformance with Article 3. However, this paragraph shall be interpreted in such a manner so as not to unreasonably impede the Program goal that maximum opportunity is provided for funding of Projects in communities.

Neither Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Grantee's loyal and conscientious exercise of judgment related to its performance under this Agreement. Grantee agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of County in any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. In the event Grantee is permitted to utilize subcontractors to perform any services required by this Agreement, Grantee agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

7.9 Third Party Beneficiaries. Neither Grantee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

7.10 Joint Preparation. County and Grantee acknowledge that this Agreement has been jointly prepared and shall not be construed more strictly against either County or Grantee.

7.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.12 Further Assurance. Grantee agrees to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

7.13 Compliance with Laws. Grantee 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.

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

7.15 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.

7.16 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, GRANTEE 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.**

7.17 Public Records. To the extent Grantee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Grantee 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 or termination of this Agreement if the records are not transferred to County; and

- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Grantee or keep and maintain public records required by County to perform the services. If Grantee transfers the records to County, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt. If Grantee keeps and maintains public records, Grantee 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 Grantee 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. Grantee will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Grantee contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Grantee must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Grantee as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Grantee. Grantee shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 519-1270, Nellison@broward.org, 115 S. ANDREWS AVE., SUITE 329-H, FORT LAUDERDALE, FLORIDA

33301.

7.18 Execution Authority. The individuals executing this Agreement on behalf of Grantee personally warrant that they have full authority to execute this Agreement on behalf of Grantee for whom they are acting herein.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Broward County through its County Administrator authorized to execute same by resolution of the Board of County Commissioners, and _____, signing by and through its _____, duly authorized to execute same.

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

(Signature)

By _____
Bertha Henry, Broward County Administrator

(Print Name of Witness)

____ day of _____, 20____.

(Signature)

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

(Print Name of Witness)

Insurance requirements
approved by Broward County
Risk Management Division

By _____
(Date)

By _____
Signature (Date)

Assistant County Attorney

Print Name and Title above

Agreement between Broward County and City of Fort Lauderdale Providing for Funding and Administration of Coastal Dune Restoration Grant Program

GRANTEE

WITNESSES:

Safeec Ali
Safeec Ali

Print Name

Gina Rizkati Smith
Gina Rizkati Smith

Print Name
(SEAL)

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

By [Signature]
JOHN P. "JACK" SEILER, Mayor

By [Signature]
LEE R. FELDMAN, City Manager

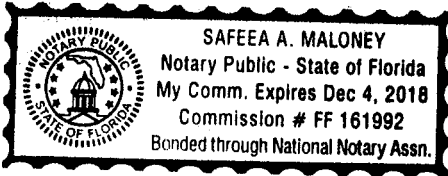
FOR

ATTEST: [Signature]
JEFFREY A. MODARELLI, City Clerk

Approved as to form:
[Signature]
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 17 day of October, 2017, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.
(SEAL)



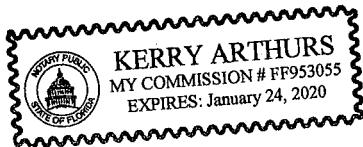
Safeea A. Maloney
Signature: Notary Public, State of Florida
Safeea A. Maloney
Name of Notary Typed, Printed or Stamped

Personally Known

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 13th day of October, 2017, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)



[Signature]
Signature: Notary Public, State of Florida
KERRY ARTHURS
Name of Notary Typed, Printed or Stamped

Personally Known

EXHIBIT A

PROJECT DESCRIPTION

Provide a detailed description of the services to be provided in implementation of the Project.

The City of Fort Lauderdale's Coastal Dune Restoration Grant Application is appended to this Agreement as Attachment 1 which provides a description of the services to be provided for in this project.

The services to be provided the City of Fort Lauderdale Beach Club include, but are not limited to installing posts and ropes to preserve and protect the dunes located on Fort Lauderdale Beach between Sunrise Boulevard to approximately N.E. 13th Street.

EXHIBIT B

**COASTAL DUNE RESTORATION GRANT PROGRAM
GENERAL OPERATING PROGRAM EVALUATION REPORT**

This grant evaluation report must be filed with the Environmental Planning Community Resilience Division no later than thirty (30) days after completion of the Project period.

Organization:

Mailing address:

Grantee's Project Director:
Title:

Telephone:
Fax:

Funding Award: \$ _____

Date Project began:

Date Project ended:

1. **GOODS AND SERVICES INFORMATION:** list dates, location, and title for all goods and services provided and installed by the organization during this Project period:

Good or Service

Date

Cost

2. PERSONNEL:

<u>Number</u>	<u>Administrative</u>	<u>Other</u>	<u>Total</u>
Full-time			
Part-time			
Volunteers			

How many hours did volunteers contribute during the Project period?

Describe your method for tracking volunteer hours:

3. NARRATIVE OF PROJECT ACTIVITIES: In general, describe how the Coastal Dune Restoration Funds were used and their impact on the quality and scope of the organization's activities.

4. REQUIRED ATTACHMENTS

- Color photographs of the improved area after completion of the Project, which includes plantings and the surrounding areas, including required signage.
- Receipts for items purchased and details of time.
- Number of people involved if labor is used as a match for Coastal Dune Restoration Grant Program Funding.

CERTIFICATION: The undersigned certify that the information provided in this Project evaluation report is true and correct, and Broward County funds were expended solely for the purpose of the approved funding Project or activity.

Signature-Chief Executive Officer

Signature-Project Director

Typed name of CEO

Typed name of Project Director

Date

Date

ATTACHMENT 1

COASTAL DUNE RESTORATION GRANT APPLICATION

CITY OF FORT LAUDERDALE



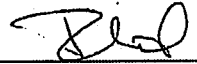
**APPLICATION FORM
Coastal Dune Grant Program**

I. PROJECT INFORMATION

Project Name: Fort Lauderdale Beach Dune Preservation Project
Applicant Name: Phil Thornburg, Parks & Recreation Director
Contact Person: Gina Rivera Title: Grants & Special Projects Coordinator
City: Fort Lauderdale State: FL Zip Code: 33312
Telephone: (954) 828-5786 Fax: (954) 828-5650
Email: Grivera@fortlauderdale.gov
Amount Requested: \$5,000 Amount Matched: \$2,875
Project Manager: William McDonough Telephone: (954) 828-5787

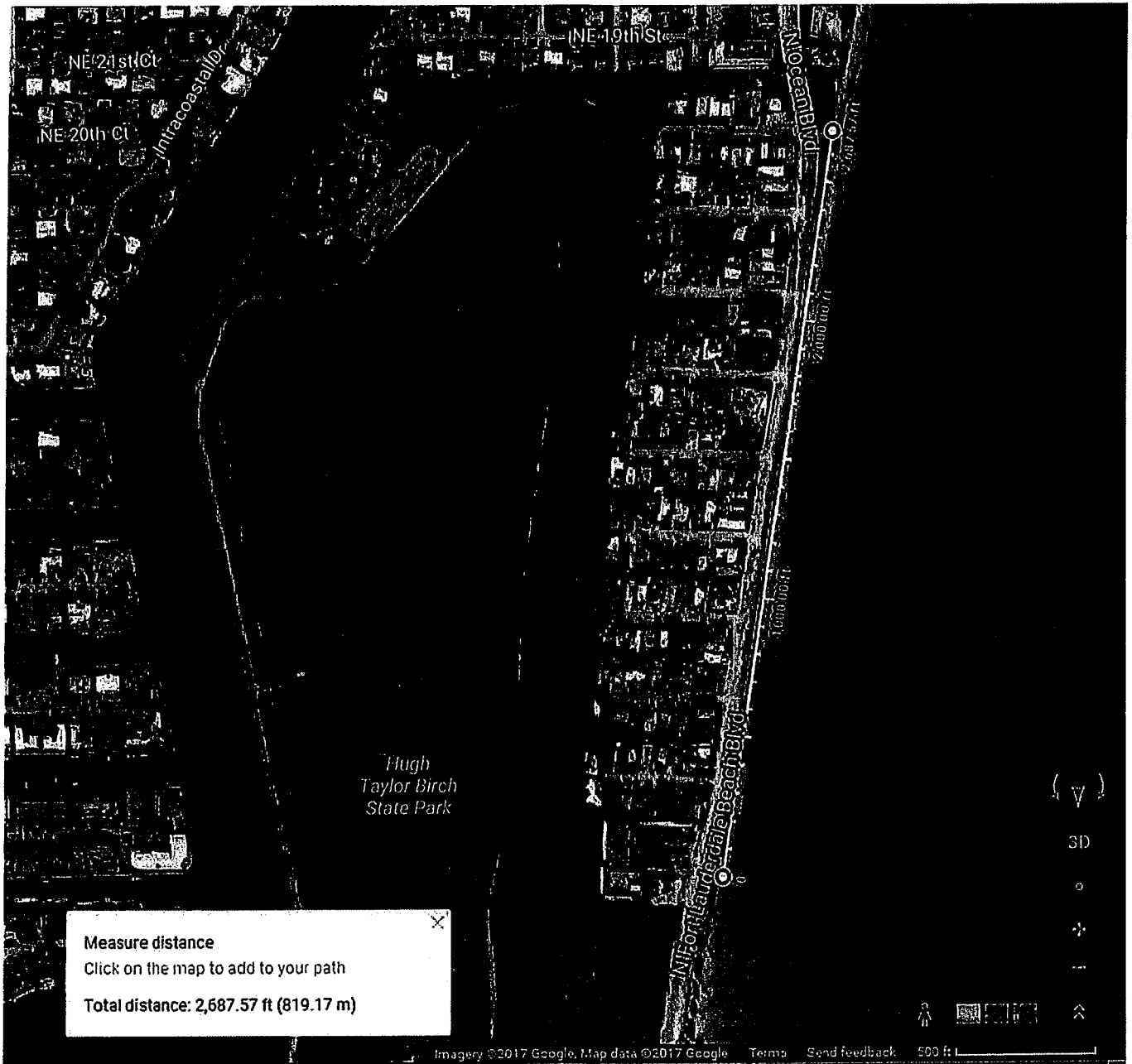
II. AUTHORIZED SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that all parts of the application package have been read and understood; that all application requirements have been met; and that all information submitted herein is true and correct and represents the desire and intent of the applicant to install and maintain the proposed project according to the plans, specifications and costs attached herein, and further that I understand that any expenditures made prior to a formal "Notice to Proceed" from Broward County shall not be eligible under this grant program. Additionally, I certify that I will take active measures to ensure the continued maintenance of the project in order for the dune to develop and provide the utmost storm protection and environmental benefits for as long as practically possible.

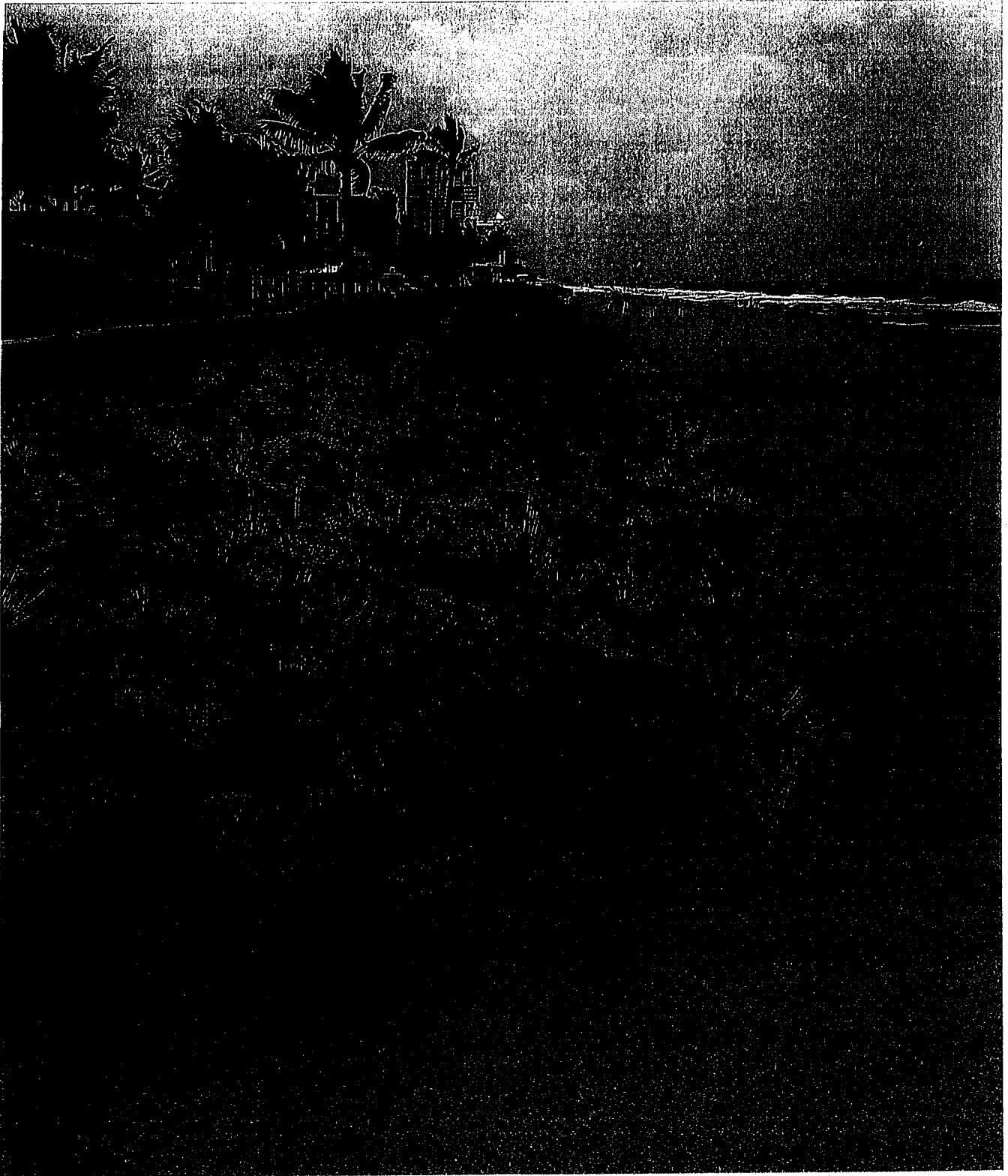
Authorized Signatory: Phil Thornburg Title: Director
Address: 1350 West Broward Boulevard
City: Fort Lauderdale State: FL Zip Code: 33312
Telephone: (954) 828-5786 Fax: (954) 828-5650
Email: Pthornburg@fortlauderdale.gov
Signature:  Date: July 13, 2017

Applications should be concise and no longer than four (4) pages in length. Submit applications by email to **CoastalDunes@broward.org** by **July 14, 2017**. Applicants will be notified by email upon receipt of the grant application.

ATTACHMENT A – Project Site



ATTACHMENT B – Photographs





ATTACHMENT C – Ownership



Site Address	N ATLANTIC BOULEVARD, FORT LAUDERDALE FL 33304	RD #	5042 01 04 0010
Property Owner	CITY OF FORT LAUDERDALE	Milage	0312
Mailing Address	100 N ANDREWS AVE FORT LAUDERDALE FL 33301	Use	82

Abbreviated Legal Description	BIRCH OCEAN FRONT SUB 19-26 B ALL BLK A LESS R/W FOR ST RD A1A PER MISC MB 8-149, TOG WITH THAT STRIP OF LAND LYING N OF SAID BLK A, E OF E R/WA, ST RD A1A, AND ADJ TO BIRCH OCEAN FRONT SUBD NO 2 21-22 B
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The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2017	\$7,327,390		\$7,327,390	\$7,327,390	
2018	\$7,327,390		\$7,327,390	\$7,327,390	
2016	\$6,517,140		\$6,517,140	\$6,517,140	

2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$7,327,390	\$7,327,390	\$7,327,390	\$7,327,390
Portability	0	0	0	0
Assessed/SOH	\$7,327,390	\$7,327,390	\$7,327,390	\$7,327,390
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dic	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	\$7,327,390	\$7,327,390	\$7,327,390	\$7,327,390
Taxable	0	0	0	0

Sales History			
Date	Type	Price	Book/Page or C/H

Land Calculations		
Price	Factor	Type
\$35.00	209,354	SF
Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
X								
I								

III. APPLICATION CRITERIA AND SUPPORTING DOCUMENTATION

- A. PROJECT PLAN:** Detail your plan to complete the dune restoration project; provide the qualifications of the key personnel that will be involved.

The plan for this project is to install posts and rope as a means to preserve and protect the dunes located on Fort Lauderdale Beach. The installation will begin at Sunrise Boulevard and proceed north to approximately NE 13th Street (Lifeguard Tower #16). Funding from the Broward Coastal Dune Grant will be used to obtain post and rope materials to protect the dunes. Project installation will be implemented by City of Fort Lauderdale Parks and Recreation Department staff. Staff will be led by a foreman with extensive experience preserving, cleaning, maintaining, and leading projects on Fort Lauderdale Beach. The Beach Foreman has more than 20 years of experience implementing projects on Fort Lauderdale Beach.

- B. PROJECT SITE:** Each application must be accompanied by a planting plan or other documents depicting the location and design of the project. Drawings shall be to scale and no larger than 8 ½ inches by 11 inches.

See attached

- C. PROJECT BUDGET AND TIMELINE:** Provide a budget table describing how the grant funds will be spent. Explain your cost share commitment. Describe your project-timeline.

The cost per linear foot of materials is \$1.045 (.455 for posts every 15' and .59 for rope). The \$5,000 grant award will support 4,784 linear feet of material.

Total material cost = \$5,000

The Fort Lauderdale Parks and Recreation Department will install the project with the help of in-kind staff support. Labor to install 318 posts and rope will take approximately 115 hours @ \$25/hour.

Total labor cost = \$2,875

TOTAL PROJECT COST = \$7,875

Sea Turtle nesting season runs from March 1st through October 31st each year. Work on this project will commence in November after turtle season has ended. It is anticipated the project will be completed by January 1, 2018.

- D. PHOTOGRAPHS:** Provide two (2) color images of existing site conditions.

See attached

E. EXPERIENCE: Describe involvement you have in completing similar projects.

Fort Lauderdale Beach was the first Blue Wave certified beach in Florida. To maintain this certification, the City of Fort Lauderdale advocates the preservation of its beaches, including providing for proper waste disposal and dune protection.

The Fort Lauderdale Parks and Recreation Department is responsible for maintaining Fort Lauderdale Beach. For several years, the City of Fort Lauderdale has been working with volunteer groups to plant sea oats along the ocean shoreline, both on the beach side as well as along the edges of adjacent parks. Sea oats provide habitat for beach wildlife, including sea turtles which nest on the City's beaches. In three years more than 10,000 sea oats have been planted.

Staff maintains careful consideration for nesting sea turtles during turtle nesting season which takes place during the months of March through October. Beach re-nourishment projects also consist of dune restoration on parts of Fort Lauderdale Beach in order to defend against coastal flooding and erosion. The foreman with responsibility for maintaining the beach has more than 20 years of experience on Fort Lauderdale Beach. Staff is knowledgeable in beach ecology and is experienced in the implementation of beach preservation projects. Staff, under the direction of the foreman, has completed similar sand dune preservation projects south of the boundaries of this project on Fort Lauderdale Beach.

F. COMMUNITY OUTREACH: If community outreach is planned during the project, provide a brief description of the efforts to be made and anticipated benefits to participants.

Fort Lauderdale is famous for its beach. As the Fort Lauderdale Parks and Recreation Department, we are stewards of our public places. The Department is committed to pollution prevention, waste reduction, and resource conservation; integrating sustainable practices into daily operations; and educating our staff by empowering them through training to promote environmental stewardship and sustainability in support of our public places. The City's service delivery model follows the approach where the customer is considered a *neighbor* and staff is considered *community builders*. The City's Mission is "*We Build Community*." One of the ways that we build community is through outreach and encouraging our neighbors to collaborate with us on mutually beneficial initiatives.

The City of Fort Lauderdale undertakes proactive measures to prevent beach erosion by engaging in a variety of preservation plans and initiatives. The City plants sea oats to hold sand in place and promote the formation of sand dunes. This project will include an educational component to advise the community of the benefit of preserving sand dunes and the need to promote safe practices. Signage will be posted every 200 feet to prevent pedestrian foot traffic on the dunes. The signage will credit the Broward County Coastal Dune Grant Program. Information regarding this Beach Dune

Preservation project will also be included on the City's website.

G. PARTERSHIPS: Describe any partnerships or collaborative efforts that will be formed or undertaken to complete the project.

Broward County, as the funder of this project, is a valuable partner. This partnership will be recognized on project signage.

H. MEDIA OUTREACH: Provide your plan for media outreach including traditional and social media.

The City of Fort Lauderdale maintains a Green Your Routine website <http://gyr.fortlauderdale.gov/gyr-home-page> as a means of informing the community about sustainability efforts and preservation activity. The City also encourages sustainability on the beach. As part of beach restoration efforts, we encourage natural dune formation via sea oat planting. We teach the community to be respectful of any grassy areas at or near our beaches and to not walk on the dunes or pick any of the grass.

We additionally propose to post information regarding this project on social media including Facebook <https://www.facebook.com/playfortlauderdale> and Twitter <https://twitter.com/playlauderdale> to provide further outreach.

I. STATEMENT OF PROPERTY OWNERSHIP: Attach a statement of property ownership or right-of-use by the property owner.

The City of Fort Lauderdale is responsible for maintaining 4 miles of public beach within Fort Lauderdale's city limits.

See attached

2L 10/18/17 U

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 10/11/2017

DOCUMENT TITLE: Agreement between Broward County and City of Fort Lauderdale for Coastal Dune Planting.

COMM. MTG. DATE: 10/6/2017 CAM #: 17-1061 ITEM #: CM-8 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Astrid Sperling/5001 Action Summary attached: YES NO

CIP FUNDED: YES NO

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: 10-12-17

Kimberly Mosley
Attorney's Name

SM
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 10/12/17

3) City Manager's Office: CMO LOG #: CM-63 Document received from: 10/13/17

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to Mayor CCO Date: 10/13/17 2 originals to CCO: 10/18/17

4) City Clerk's Office: Retains 1 original and forwards 1 originals to: Carolyn Bean / #5348
Attach certified Reso # YES NO
Original Route form to Astrid Sperling