

**AGREEMENT BETWEEN BROWARD COUNTY  
AND CITY OF FORT LAUDERDALE  
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, a Florida municipality, its successors and assigns ("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 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 Natural Resources Division or such person's successor or designee.
- 1.6 Division. Broward County Natural Resources Division.
- 1.7 Project. The project or projects set forth in Article 2 hereof, and Exhibit A.

**ARTICLE 2. PROJECT**

- 2.1 Grantee agrees to provide and implement the following eligible Project more specifically described and set forth in Exhibit A (the "Project Description") 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 in writing from the Contract Administrator. 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, 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 Contract Administrator. The Contract Administrator 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 seeking to complete 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 Contract Administrator.

2.5 Grantee agrees to provide the Contract Administrator at least one week's 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. TERM AND TIME OF PERFORMANCE**

3.1. 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 60 days from the Effective Date ("Termination Date"). Grantee shall have one year from the Effective Date to complete the Project.

3.2. 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 Termination Date. 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 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS**

4.1. 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. All funds not expended within the term of this Agreement shall remain in the custody and control of County.

4.2. Grantee shall provide matching funds in a minimum amount equal to fifty percent (50%) the amount set forth in Section 4.1 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.

4.3. 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.

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

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

4.4.2. 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.

4.4.3. Grantee's request 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 the Termination Date, any extension of the Effective Date, or termination of this Agreement.

4.4.4. 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.

4.5. 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 5. FINANCIAL RESPONSIBILITY**

5.1 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.

5.2 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.

5.3 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.

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

5.5 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.

5.6 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 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. Any amount withheld shall not be subject to payment of interest by County.

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. Grantee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

7.3 Verification of Employment Eligibility. Grantee represents that Grantee and each of its subcontractors have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Grantee violates this section, County may immediately terminate this Agreement for cause and Grantee shall be liable for all costs incurred by County due to the termination.

7.4 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Grantee represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Grantee represents and certifies that it is not, and during the term of this Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Grantee represents that it is, and during the term of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

7.5 Prohibited Telecommunications Equipment. Grantee represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Grantee represents and certifies that Grantee and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

7.6 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

7.7 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  
Natural Resources Division  
115 S. Andrews Avenue, Room 329H  
Fort Lauderdale, Florida 33301

NOTICE TO GRANTEE:  
PHIL THORNBURG, Director of Parks and Recreation  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301

WITH A COPY TO:  
ALAIN E. BOILEAU, City Attorney  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301

7.8 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.

7.9 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 the Termination Date.

7.10 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.

7.11 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.

7.12 Indemnity. To the extent permitted by law, Grantee shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Grantee, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Grantee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Grant Program Administrator and the County Attorney, any sums due Grantee under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing contained herein is intended to serve as a waiver of sovereign immunity by Grantee or as a waiver of any rights or limits of liability existing under Section 768.28, Florida Statutes.

7.13 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 4. 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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.**

7.22 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.**

7.23 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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 City of Fort Lauderdale, signing by and through its Mayor, duly authorized to execute same.

**COUNTY**

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  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

\_\_\_\_\_  
(Print Name of Witness)

By \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE  
PROVIDING FOR FUNDING AND ADMINISTRATION OF COASTAL DUNE  
RESTORATION GRANT PROGRAM

**GRANTEE**

**ATTEST:**

**CITY OF FORT LAUDERDALE**

By \_\_\_\_\_  
David R. Soloman, City Clerk

By \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2022

(CORPORATE SEAL)

By \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2022

Approved as to form:  
Alain Boileau, City Attorney

By \_\_\_\_\_  
Patricia SaintVil-Joseph  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:  
\_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **Christopher J. Lagerbloom**, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:  
\_\_\_\_\_



EXHIBIT A

PROJECT DESCRIPTION

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

EXHIBIT B

COASTAL DUNE RESTORATION GRANT PROGRAM  
CLOSE-OUT REPORT

This grant evaluation report must be filed with the Natural Resources 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