



DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

16

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 6/24/25 ☒ Agenda Item ☐ Non-Agenda
 Charter Ofc: CAO Router Name: Sonia Sierra Ext: 5598
 Department: CMO Router Name: Angela Salmon Ext: 3442
 Commission Mtg. Date: 6/17/2025 CAM #: 25-0501 Item #: R-5

Document Title:

Resolution Approving a Grant Agreement Between the City of Fort Lauderdale and the Young Men's Christian Association of South Florida, Inc. (YMCA) in the Amount of Two Million Dollars (\$2,000,000), Using Land Acquisition Funds Allocated as One Million Dollars (\$1,000,000) from Commission District 1 and One Million Dollars (\$1,000,000) from Commission District 2, to Assist with the Construction Costs of a Public Pool Complex at the YMCA Facility Located at Holiday Park - (Commission District 2)

CAM attached: ☒ Yes ☐ No Action Summary attached: ☒ Yes ☐ No CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Project 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.

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ No

Is the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: _____

Attorney's Name: Shaun Amarnani Approved as to Form: ☒ Yes ☐ No Initials: SA

Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: 6/24/25

3) CITY CLERK OFFICE (CCO): Clerk Initials: WNY # of originals: _____

Routed to Dept/Charter Ofc.: _____ Date: 06/24/25

4) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 6/25/25 CMO LOG #: JUN102

TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers, ☐ C. Cooper ☐ L. Reece Date: _____

Comments/Questions _____

ACM/AcACM Initials: Ben 06.25.25 for continuous routing to Manager/Executive Director Rickelle Williams.

CMO Log Out & Forward to CCO, Date: 6/26/25, for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN: Date Received: _____ Date to CCO: _____

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: CMO *Name: Angela Salmon Contact # 3442

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: _____ Attach certified Resolution # _____ ☐ Yes ☒ No Original form route to CAO

GRANT AGREEMENT
Between
CITY OF FORT LAUDERDALE
and
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC
For Capital Grant Funding

GRANT AGREEMENT

Between

CITY OF FORT LAUDERDALE

and

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC

For Capital Grant Funding

This Grant Agreement ("Agreement") is made and entered into by and between CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

AND

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation, FEI/EIN No. 59-0624464, whose principal address is 900 S.E. 3rd Avenue, Fort Lauderdale, Florida 33316, hereinafter "YMCA".

WHEREAS, YMCA is a not-for-profit organization with more than a century of serving South Florida, committed to strengthening community through more than 200 programs serving everyone from six months old to 100 years young; and

WHEREAS, YMCA plans to build a Pool Complex Project located on leased City park land in Holiday Park; and

WHEREAS, the YMCA Pool Complex Project has established itself as a critical public benefit of Fort Lauderdale, Florida which is further described in Exhibit A; and

WHEREAS, the YMCA has estimated the cost of construction of the Pool Complex Project to be \$3,350,000; and

WHEREAS, the CITY wishes to enter into this Agreement in order to assist YMCA in improving, expanding, maintaining, and protecting this critical component of the CITY's park infrastructure; and

WHEREAS, the City Commission of Fort Lauderdale ("Commission") wishes to support the YMCA Pool Complex Project by providing a capital grant funding contribution to YMCA; and

WHEREAS, the Commission has determined that the CITY's financial contribution of capital grant funding for the YMCA Pool Complex Project will serve a valid public purpose.

NOW, THEREFORE,

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - means this document, Articles 1 through 10, inclusive.
- 1.2 YMCA's Representative - The YMCA hereby designates its Chief Executive Officer as YMCA's Representative responsible for administration of this Agreement. YMCA's President/CEO may change YMCA's Representative at any time by written notice using the notices procedures stated in Section 10.7, "NOTICES."
- 1.3 Commission - The City Commission of Fort Lauderdale, Florida.
- 1.4 Contract Administrator - The City Manager or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with YMCA and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.
- 1.5 Project - Holiday Park YMCA – Pool Complex Project as further described in Exhibit "A". The Project does not include other non-pool related areas of the proposed YMCA Center including, but not limited to, the fitness center and the Broward Health buildout.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 Term: The term of this Agreement shall become retroactively effective on January 3, 2025, and terminate on January 1, 2032. The City Manager shall have the

authority to administratively extend this term by three (3) additional years by an addendum to the Agreement.

- 2.2. Time is of the essence: This Agreement is explicitly contingent on the YMCA procuring a certificate of occupancy (CO) from the construction of the Project prior to the expiration date of this Agreement. Further, the Project must be reasonably capable to accommodate the public benefits stated in Exhibit A, and the obligation to provide said benefits shall survive termination of the Agreement. If said certificate of occupancy (CO) is not achieved prior to the termination of the agreement, the CITY shall be under no obligation to provide any funding for the Project under, or related to, this Agreement.

ARTICLE 3

CAPITAL GRANT FUNDING, USE OF FUNDS, AND UNEXPENDED FUNDS

- 3.1 The CITY grants and agrees to make available to YMCA funding in the total amount of up to two million dollars (\$2,000,000.00) for capital expenditures spent to construct the Project, in a manner consistent with Exhibit A.
- 3.2 Subject to the CITY's appropriation of funds and compliance with applicable bond restrictions, it is anticipated that performance under this Agreement will be supported, in whole or in part, by proceeds from voter-approved park bond funds designated for capital improvements. The CITY's obligations under this Agreement are contingent upon the annual appropriation and availability of such funds in accordance with the bond's authorized uses and legal requirements.
- 3.3 USE OF FUNDS: Funding provided by the CITY pursuant to this Agreement shall be used by YMCA only for the recovery of capital expenditures spent related to the Project that do not come from other governmental entity or other grant funding sources. The CITY's funding may only be used by YMCA for the Project's capital expenditures including interest and debt service related thereto, including, but not limited to architectural and engineering services, capital construction costs for exterior and interior building improvements, upgrades and repairs, interior building construction, structural, mechanical and technology upgrades, and exterior building construction and property, site, structural, mechanical and technology upgrades. Furthermore, funding provided by the CITY pursuant to this Agreement may be used by YMCA to recover Project capital expenditures that were incurred during the fiscal year 2025 through 2032.
- 3.4 UNEXPENDED FUNDS: The CITY and the YMCA recognize that the amount of capital expenditures may fluctuate during the term of this Agreement. As such,

YMCA shall carryover unexpended funds for appropriation in subsequent years, as required. The parties further agree that all restrictions on the use of such grant funds for capital expenditures and all obligations of YMCA shall continue to remain in force until the grant funding is completely expended by YMCA in accordance with the term of this Agreement.

ARTICLE 4

DISBURSEMENT AND METHOD OF PAYMENT

4.1 The CITY shall disburse grant funding to the YMCA in the total amount of Two Million Dollars (\$2,000,000.00), to be disbursed in two equal installments of One Million Dollars (\$1,000,000.00) each. The first installment shall be disbursed upon submission by the YMCA of a grant expenditure report, which shall include itemized invoices, proof of payment, bank statements, and a certification by the YMCA that at least One Million Dollars (\$1,000,000.00) in eligible capital expenditures have been incurred for the construction of the Project in accordance with this Agreement that are reasonable to the CITY to show proof of payment. The second installment shall be disbursed upon the YMCA's submission of a subsequent grant expenditure report meeting the same documentation and certification requirements, reasonably demonstrating to the CITY an additional One Million Dollars (\$1,000,000.00) in eligible capital expenditures. All documentation shall be subject to review and approval by the CITY's designated grant administrator or representative and may be subject to audit in accordance with applicable CITY and grant compliance standards.

4.2 Payment shall be made to YMCA payable to the "YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC. at:

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.
Attn: Accounting dept.
900 S.E. 3rd Avenue,
Fort Lauderdale, Florida 33316

Federal Identification No. 59-0624464

4.3 Claw back provision regarding CO: In the event a CO is not issued on the Project in compliance with the termination of this Agreement, the CITY reserves the right to demand and receive from the YMCA, within sixty (60) days, all amounts dispersed to the YMCA in accordance with 4.1 shall be returned to the CITY. This provision shall survive termination.

4.4 Claw back provision regarding public benefits: In the event public benefits are not provided by the YMCA as described in Exhibit A after the pool is opened, the CITY

reserves the right to demand and receive from the YMCA, within sixty (60) days, all amounts dispersed to the YMCA in accordance with 4.1. This provision shall survive termination.

ARTICLE 5

CAPITAL EXPENDITURE REPORTS

- 5.1 Intentionally Deleted.

ARTICLE 6

AUDIT OF FINANCIAL STATEMENTS

- 6.1 The CITY reserves the right to request a third-party auditor of the YMCA's records related to reimbursed capital expenditures under this Agreement. The CITY will not be responsible for any costs incurred by the YMCA in complying with this requirement.
- 6.2 If the CITY exercises its right to audit, the YMCA shall be responsible for paying the CITY's choice of auditor to complete an audit of all expenditures related to capital projects funded under this Agreement. The audit must include a certified letter from the auditor confirming whether the expenditures were made in accordance with this Agreement. The YMCA shall use good-faith efforts to comply with requests of the auditor to verify the expenditures.

ARTICLE 7

INDEMNIFICATION / GOVERNMENTAL IMMUNITY

- 7.1 YMCA shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the YMCA's acts or omissions in YMCA'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 or any patent, trademark, copyright or of any other tangible 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. The CITY reserves the right to select counsel of its own choosing. This provision shall survive termination of the Agreement.

- 7.2 The CITY is a state agency or subdivision of the State of Florida as defined in Chapter 768.28(2), Florida Statutes (2024). Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other agreement. This provision shall survive termination of the Agreement.

ARTICLE 8

INSURANCE

- 8.1 The YMCA shall maintain in force for the term of this Agreement commercial or comprehensive general liability insurance in the minimum amount of Two Million Dollars (\$2,000,000.00) for each occurrence, including bodily injury and property damage liability. Such policy shall include premises/operation, contractual insurance, independent contractors, and personal injury liability. Further, such policy shall include the CITY as additional insured in the name of "City of Fort Lauderdale and Fort Lauderdale City Commission." Such policy shall also provide thirty (30) days prior written notice to all parties of any material change or cancellation.

ARTICLE 9

TERMINATION

- 9.1 This Agreement may be terminated for cause by action of the Commission of the CITY or by action of the Board of YMCA if the party in breach has not corrected the breach within sixty (60) calendar days after written notice from the aggrieved party identifying the breach, provided that, if the failure stated in the notice cannot be corrected within the sixty (60) day period, the non-defaulting party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the other party within the applicable period and diligently pursued until the default is corrected. This Agreement may also be terminated by CITY's Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health or safety.

- 9.2 Termination of this Agreement for cause by CITY shall include, but not be limited to, failure to use the funds for the intended purpose, failure to suitably perform the work as set forth in this Agreement, or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured. Termination of this Agreement for cause by YMCA shall include multiple breaches of the provisions of this Agreement notwithstanding whether any such breaches may be previously waived or cured.
- 9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by CITY's Contract Administrator which such Contract Administrator deems necessary to protect the public health, safety, or may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section in Section 10.7 of this Agreement.
- 9.4 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 10.1 of Article 10.

ARTICLE 10

MISCELLANEOUS

10.1 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 YMCA. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by YMCA, whether finished or unfinished, shall remain the property of YMCA but, upon written request by CITY, copies shall be delivered at no cost by YMCA to the Contract Administrator within seven (7) calendar days after termination of this Agreement by either party. Any compensation due to the YMCA shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of YMCA that are related to this Agreement. YMCA shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of YMCA 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, YMCA shall make same available in written form at no cost to CITY.

YMCA shall preserve and make available, at reasonable times for examination and audit by CITY, 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 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 CITY to be applicable to YMCA's records, YMCA shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by YMCA. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

10.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

YMCA 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. YMCA shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, YMCA 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.

YMCA'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, 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.

YMCA shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition,

YMCA shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

10.4 PUBLIC ENTITY CRIME ACT

YMCA represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes, 2024) which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement and may result in debarment from CITY competitive procurement activities.

In addition to the foregoing, YMCA further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes (2024), as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved or whether YMCA has been placed on the convicted vendor list.

10.5 INDEPENDENT CONTRACTOR

YMCA is an independent contractor under this Agreement. Services provided by YMCA pursuant to this Agreement shall be subject to the supervision of YMCA. In providing such services, neither YMCA nor its agents shall act as officers, employees, or agents of the CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.

10.6 THIRD PARTY BENEFICIARIES

Neither YMCA nor CITY intend 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. The parties expressly

acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

10.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY: City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

FOR THE YMCA: Chief Executive Officer
Young Men's Christian Association of South Florida, Inc.,
900 S.E. 3rd Avenue,
Fort Lauderdale, Florida 33316

Any party may change the title(s) of the person(s), or the addresses stated in Section 10.7, "Notices" herein at any time using the notices procedures stated in Section 10.7 herein. YMCA's Representative as stated in Section 1.2 and the CITY's Contract Administrator as stated in Section 1.4 may be changed at any time by written notice using the notices procedures stated in Section 10.7 herein.

10.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by YMCA, without the written consent of the CITY; except that CITY has agreed that this Agreement and any interest herein may be assigned by YMCA in connection with any bond, loan, finance, security or collateral agreements relating to the financing of the Project.

YMCA represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

YMCA shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of the YMCA's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

10.9 CONFLICTS

Neither YMCA nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with YMCA's loyal and conscientious exercise of judgment related to its performance under this Agreement.

YMCA agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, YMCA agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude YMCA or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event YMCA is permitted to utilize subcontractors to perform any services required by this Agreement, YMCA agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

10.10 MATERIALITY AND WAIVER OF BREACH

CITY and YMCA agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.11 COMPLIANCE WITH LAWS

YMCA shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or YMCA elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

10.13 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.14 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 10 of this Agreement shall prevail and be given effect.

10.15 APPLICABLE LAW AND VENUE

Subject to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes (as amended from time to time), venue in any action under this Agreement shall be in Broward County, Florida. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, YMCA and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

10.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY, (through its City Commission), and by the YMCA (through its Board).

10.17 PRIOR AGREEMENTS

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, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 10.16 above.

10.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

10.19 MULTIPLE ORIGINALS

This Agreement may be fully executed in four or more copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.20 Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the YMCA shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the YMCA does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have made and executed this Capital Grant Agreement on the respective dates under each signature: CITY OF FORT LAUDERDALE, through its CITY COMMISSION, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Commission action on the 6/30/25 day of 20____, and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., signing by and through its Chair or Vice Chair, duly authorized to execute same.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

WITNESSES:

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

Ashley R. Duran
Print: Ashley R. Duran

By Dean J. Trantals
Dean J. Trantals, Mayor

Jordan Williams
Print: Jordan Williams

By Rickelle Williams
Rickelle Williams, City Manager

(CORPORATE SEAL)



ATTEST:

David Soloman
for David Soloman, City Clerk

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

Shaun Amarnani
Shaun Amarnani, Assistant City Attorney

CAPITAL GRANT AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., FOR CAPITAL
GRANT FUNDING TO YMCA

YMCA

ATTEST:

Mark A. Russell

Witness

Mark A. Russell

Print name above

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH FLORIDA,
INC., a Florida not-for-profit corporation

By Steryl A. Woods

Steryl A. Woods CEO

Print name above

21 day of May, 2025

(SEAL)

EXHIBIT A

I. Project Title: Holiday Park YMCA – Pool Complex Project

II. Scope of Services:

Project Goals. The Projects' primary goals are to:

- Construction of a new 6 lane, 4-7 feet deep, 25-yard pool in accordance with Florida High School Athletic Association Standards (FHSA).
- The construction of a teaching pool with stairs for ease of entry, and a depth of 4 feet.
- Teach children to swim and educate the community on the importance of water safety education for everyone! The pool is for lessons for first-time swimmers of all ages.
- Swimming is a critical program as: Florida leads the nation with the most child drownings for ages 1-4 years old (Florida Health).
- For every child who dies from drowning another seven receive emergency department care for nonfatal submersion injuries (CDC).
- 64% of African American, 45% of Hispanic/Latino and 40% of Caucasian children have little to no swimming ability.
- Child drowning has increased by 20% since 2017 (PoolSafely.gov).
- In Florida, 3 children die every day as a result of drowning (CDC).
- For all youth drownings 88% occur under adult supervision (National SAFE KIDS Campaign).
- Formal swimming lessons reduce the likelihood of drowning by 88% (USA Swimming Foundation)
- If a parent does not know how to swim there is only a 13% chance that a child in that household will learn to swim (USA Swimming Foundation). The pool be able to host youth and master swim teams.
- FREE Swim for Jenny Program – 2x per year; open to public; free swim instruction and water safety education programs – spring break and fall.
- Additional Programming to include lap swimming, aqua-aerobics, lifeguard training, water safety classes, summer day camp swim, family swim, and numerous events and activities.
- The pool will also have a large pool deck for community events and for parents to watch their children learn to swim. The pool deck becomes the place for families to gather to strengthen community relationships.

Estimated Project Timeline. The architectural/design and engineering phases of the Project began in September 2021. Design Review Committee (DRC)

approval of the site plans is anticipated in June 2025. Groundbreaking on the YMCA Holiday Park center will be before September 2025.

The Pool Complex Project is expected to start construction in June 2026 and be fully constructed and opened by June 2027. Times are estimates and are subject to change.

Project Funding. The standalone Pool Complex Project cost is estimated at \$3,350,000. Plus, the cost of pool side locker rooms, ten-foot-high fencing for safety and security, maintenance room for pool pumps, filters and chlorination systems, landscaping on the perimeter, site preparation, and parking for cars.

Project Public Benefits for CITY. The Project shall directly provide the following three (3) public benefits after the pool is opened:

1. **Free Access to the Pool:** Every Saturday and Sunday afternoon, the YMCA will open the Pool to residents of the City of Fort Lauderdale for FREE, subject to YMCA safety and risk protocols. The estimated value is \$75,000 per year.
2. **Swim for Jenny Week:** Every year, the YMCA will provide two (2) weeks of free water safety education, swim skill test, for children and families. This teaches children to be comfortable and safe in water and provides the adults with water safety education and awareness programs and updates to ensure their children are safe around the water.
3. **Lifeguard Training:** Each Spring the YMCA will train 30+ youth/teens with lifeguard training programs to receive their American Red Cross certification, at no cost to the individual plus the opportunity to be employed by the YMCA of South Florida Aquatic Dept. Estimated value \$15,000