



**AGREEMENT BETWEEN BROWARD COUNTY, CITY OF FORT LAUDERDALE,  
AND FORT LAUDERDALE COUNTRY CLUB, INC., FOR  
FUNDING A SALTWATER INTRUSION MONITORING WELL**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), City of Fort Lauderdale ("City"), a municipal corporation, and Fort Lauderdale Country Club, Inc., a Florida Not-For-Profit corporation ("Club") (collectively referred to as the "Parties").

**RECITALS**

A. WHEREAS, a City saltwater intrusion monitoring well was inadvertently destroyed during abandonment of nearby remediation monitoring wells. County and Club will reimburse in equal amounts the cost of City's replacement of the saltwater intrusion monitoring well.

B. WHEREAS, City has competitively solicited Contractor services for construction of a new saltwater intrusion monitoring well and proper abandonment of the destroyed well at a total cost of Twenty Five Thousand One Hundred Eighty Four dollars and Fifty cents (\$25,184.50).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of the Environmental Planning and Community Resilience Division, the Assistant Director of the Environmental Planning and Community Resilience Division, or such other person designated by the Director in writing.
- 1.3. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.4. **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.
- 1.5. **Services** means all work required by City under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A ("Scope of Services").
- 1.6. **Contractor** means an entity or individual providing services to City for all or any portion of the work under this Agreement. The term "Contractor" shall include all subcontractors and subconsultants.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Certification of Payments to Contractor and Suppliers</b>

## ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. City shall perform all Services required under this Agreement including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of City's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by City impractical, illogical, or unconscionable.

3.2. County and Club shall each reimburse City a maximum amount not to exceed fifty percent (50%) of the estimated total cost incurred by City to construct one (1) saltwater intrusion monitoring well and properly abandon one (1) inadvertently destroyed saltwater intrusion monitoring well. City's total estimated total cost is Twenty Five Thousand One Hundred Eighty Four dollars and Fifty cents(\$25,184.50) for the Services.

## ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end twelve (12) months after the Effective Date ("Initial Term").

4.2. Extensions. The Parties may renew this Agreement for one (1) additional one (1) year term (an "Extension Term") by City sending notice of renewal to County and Club at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director, City's Purchasing Director, and Club are authorized to exercise this renewal option by joint, written consent of the Parties.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of Services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board. The Purchasing Director may exercise this option by written notice to City stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

4.4. Extension Rates and Terms. For any extension beyond the Initial Term, City shall not be entitled to additional compensation from County or Club. City shall continue to provide the

Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6. Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of City required by this Agreement shall be completed no later than twelve (12) months after the Effective Date, plus any extensions authorized pursuant to Sections 4.2 or 4.3. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

#### ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all services provided under this Agreement, County and Club will each pay City up to a maximum, not-to-exceed amount as follows:

Services	Not-To-Exceed Amount
County	\$12,592.25
Club	\$12,592.25
<b>TOTAL NOT TO EXCEED</b>	<b>\$25,184.50</b>

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by City as full compensation for all such Services. City acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's and Club's obligation to compensate City for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon City's obligation to perform all Services. Unless and except to the extent expressly required in this Agreement, City shall not be reimbursed for any expenses it incurs in addition to the cost of the Services.

5.2. Method of Billing and Payment.

5.2.1. City may submit one (1) invoice for compensation to County and Club after the Services have been completed. An original invoice plus one copy are due and must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the Services performed and include Contractor's Invoice to City and documentation of City's payment to Contractor.

5.2.2. Any invoice submitted by City shall not exceed the maximum, not-to-exceed amounts payable by County and Club in Section 5.1 and the amounts set forth in Exhibit B for the applicable Services.

5.2.3. County shall pay City within thirty (30) days of receipt of City's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of City to comply with a term, condition, or requirement of this Agreement. Club shall pay City within thirty (30) days of receipt of City's proper invoice.

5.2.4. County and Club's payments shall be made to City at the address designated in the Notices section.

5.3. Reimbursable Expenses. Other than the Services, there are no reimbursable expenses payable to City by County or Club.

5.4. Withholding by County or Club. Notwithstanding any provision of this Agreement to the contrary, County and Club may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County or Club. Payment by County and Club shall not be unreasonably withheld.

#### **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Parties, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Parties have with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to the Parties. The Parties further represent and warrant that execution of this Agreement is within the Parties' legal powers, and each individual executing this Agreement on behalf of the Parties is duly authorized by all necessary and appropriate action to do so on behalf of the Parties and does so with full legal authority.

6.2. Solicitation Representations. City represents and warrants that all statements and representations made in this Agreement and City's proposal or other supporting documents submitted to County and Club in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date City executes this Agreement, unless otherwise expressly disclosed in writing by City.

6.3. Contingency Fee. City represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. City's compensation under this Agreement is based upon its representations to County and Club, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate City's compensation, including without limitation those made by City during the negotiation of this Agreement, are accurate, complete, and current as of the date City executes this Agreement. City's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

6.5. Public Entity Crime Act. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether City has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists. City 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 Section 215.473, Florida Statutes. City represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6.7. Claims Against City. City represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of City, threatened against or affecting City, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of City to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of City or on the ability of City to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Warranty of Performance. City represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services 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 such Services. City represents and warrants that the Services 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.

6.9. Domestic Partnership Requirement. This Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances.

6.10. Breach of Representations. In entering into this Agreement, City acknowledges that County and Club are materially relying on the representations, warranties, and certifications of City stated in this article. County and Club shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County and Club shall have the right, at their sole discretion, to terminate this Agreement without any further liability to City, to deduct from any amounts due City under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to City under this Agreement. Furthermore, a false representation may result in debarment from County's procurement activities.

#### **ARTICLE 7. GOVERNMENTAL IMMUNITY**

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

#### **ARTICLE 8. LIABILITY PROTECTION**

8.1. The County and City are entities subject to Section 768.28, Florida Statutes, and City shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

#### **ARTICLE 9. TERMINATION**

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and City shall be eligible for the compensation provided in Section 9.4 as its sole remedy.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, City's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or submission (whether negligent or intentional) for payment of a false or incorrect bill or invoice;

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. If this Agreement is terminated for convenience by County, City shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to City of such termination in accordance with Section 9.1.

9.5. In addition to any right of termination stated in this Agreement, County and Club shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by City in connection with performing Services are and shall remain property of City. In the event of termination of this Agreement, any reports photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall remain property of the City. Any compensation due to City shall be withheld until all documents necessary to support City's proper invoice are received as provided in this Agreement.

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

11.3.1. Keep and maintain public records required by County to perform the Services under this Agreement;

11.3.2. 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;

11.3.3. 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

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records as required by law. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains the public records, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement may be made directly to County or City, who will be responsible for responding to any such public records requests. County, City, and Club will provide any requested records to County or City, as relevant to enabling County or City to respond to the public records request.

Any material submitted to County or City that a Party contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, the submitter 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 Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County or City for records designated by any Party as Trade Secret Materials, County and City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the submitter. As to its own records, Club shall indemnify and defend County and City and their 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 nondisclosure of any Trade Secret Materials in response to a records request by a third party.



**IF CITY OR CLUB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, NORMA ELLISON AT (954) 519-1466, [nellison@broward.org](mailto:nellison@broward.org), 115 S. ANDREWS AVE., SUITE 329H, FORT LAUDERDALE, FLORIDA 33301.**

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

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

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

11.5. Independent Contractor. City is an independent contractor of County and Club, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither City nor its agents shall act as officers, employees, or agents of County or Club. City shall not have the right to bind County or Club to any obligation not expressly undertaken by County or Club under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County and City are political subdivisions with certain regulatory authority, County's and City's performance under this Agreement is as a Party to this Agreement and not in a regulatory capacity. If County or City exercises regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's or City's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County or City as a party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or City nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. County and City are political subdivisions 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.

11.8. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Environmental Protection and Growth Management Department  
Attn: Dr. Jennifer Jurado, Deputy Director  
115 South Andrews Avenue, Room 329H  
Fort Lauderdale, Florida 33301  
Email address: [jjurado@broward.org](mailto:jjurado@broward.org)

FOR CITY:

Lawrence Teich, Environmental Compliance Supervisor  
Environmental and Regulatory Affairs  
Sustainability Division  
Public Works Department  
City of Fort Lauderdale  
949 NW 38 Street  
Fort Lauderdale, FL 33309  
Office:(954) 828-7844  
Fax: (954) 828-7897  
Email address: [lteich@fortlauderdale.gov](mailto:lteich@fortlauderdale.gov)

FOR CLUB:  
Michael O'Brien, General Manager  
415 Country Club Circle  
Fort Lauderdale, FL 33317  
Phone: 954.587.4700 ext. 301  
Email address: michaelo@fortlauderdalecc.com

11.10. Assignment. The City shall expressly identify, in advance and in writing, its Contractor to County's Contract Administrator. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by a Party without the prior written consent of the other Parties. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit immediate termination of this Agreement, in addition to any other remedies available to each Party at law or in equity.

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

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Any Party'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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. City and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.14. Severability. If 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.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against any Party.

11.16. Interpretation. The titles and 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. 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 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 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, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH 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.**

11.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Parties.

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

11.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If City is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), City shall fully protect

individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, City shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its "Notice of Privacy Practices" notice of City's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

#### 11.22. Payable Interest

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

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

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

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

11.25. Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

11.26. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Purchasing Director authorized to execute same by Section 21.14.c.6 of the Broward County Administrative Code, City, signing by and through its City Manager \_\_\_\_\_ duly authorized to execute same, and Club, signing by and through its President \_\_\_\_\_ duly authorized to execute same.

COUNTY

<p>WITNESS: <b>LUCY GARCIA</b> <small>Digitally signed by LUCY GARCIA Date: 2021.10.27 09:22:43 -04'00'</small></p> <p>_____ (Signature)</p> <p><u>Lucy Garcia</u> (Print Name of Witness)</p>	<p>BROWARD COUNTY, by and through its Director of Purchasing <b>Robert Gleason</b> <small>Digitally signed by Robert Gleason Date: 2021.10.25 15:31:50 -04'00'</small></p> <p>By <u>Gleason</u> Director of Purchasing</p> <p><u>25th</u> day of <u>October</u>, 2021</p>
<p><b>SHANDREKA LOPEZ</b> <small>Digitally signed by SHANDREKA LOPEZ Date: 2021.10.27 09:27:40 -04'00'</small></p> <p>_____ (Signature)</p> <p><u>Shandreka Lopez</u> (Print Name of Witness)</p>	<p>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</p> <p><b>Michael C. Owens</b> <small>Digitally signed by Michael C. Owens Date: 2021.10.21 13:51:45 -04'00'</small></p> <p>By <u>Owens</u> Michael C. Owens (Date) Senior Assistant County Attorney</p>

MCO/gmb  
Saltwater Monitoring Well Agreement.doc  
05/12/2021  
#60057

AGREEMENT BETWEEN BROWARD COUNTY, CITY OF FORT LAUDERDALE,  
AND FORT LAUDERDALE COUNTRY CLUB, INC., FOR  
A SALTWATER INTRUSION MONITORING WELL

CITY

ATTEST:



JEFFREY A. MODARELLI  
City Clerk



CITY OF FORT LAUDERDALE, a Florida  
municipal corporation



By: \_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM  
City Manager

25 day of August, 2020

Approved as to form:  
ALAIN E. BOILEAU, City Attorney



By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Assistant City Attorney

AGREEMENT BETWEEN BROWARD COUNTY, CITY OF FORT LAUDERDALE,  
AND FORT LAUDERDALE COUNTRY CLUB, INC., FOR  
FUNDING A SALTWATER INTRUSION MONITORING WELL

FORT LAUDERDALE COUNTRY CLUB, INC.

WITNESSES:

FORT LAUDERDALE COUNTRY CLUB, INC.

Janice A. Anderson  
Signature

By: [Signature]  
Authorized Signor

Janice A. Anderson  
Print Name of Witness above

Thomas B. Williams  
Print Name and Title president

[Signature]  
Signature

20<sup>th</sup> day of May, 2021

Eduardo Alvarez  
Print Name of Witness above

ATTEST: [Signature]  
Corporate Secretary or other person  
authorized to attest

STATE OF FLORIDA )  
                                  )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this 20<sup>th</sup> day of MAY, 2021, by Thomas Williams  
, as the President (title), of \_\_\_\_\_,  
 a Florida business entity, or  individually (choose one). He/She is  personally known to me  
or  has produced a \_\_\_\_\_ (state) driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Janice A. Anderson  
(Signature)

Janice A. Anderson  
(Name)

My Commission Expires: March 16, 2022



JANICE A. ANDERSON  
Commission # GG 179465  
Expires March 16, 2022  
Bonded thru Budget Notary Services



**EXHIBIT A**  
**Scope of Services**

City, County, and Club agree that City shall provide the following Services:

**1. Services**

1. Drill new saltwater monitor well (**MW# 10D**).
  - a. MW#10D shall be 4-inch in diameter to a total depth of 270 feet.
  - b. Well shall have a 0.020-inch slotted screen from 5 feet below ground level to total depth in accordance with Broward County Minimum Criteria for Monitoring Well Installation and Sampling, <https://www.broward.org/Consumer/Environment/Wellfield/Documents/CriteriaMonitoringWellIntallSamp.pdf>
  - c. Construct pads and manholes for same.
  - d. Install an eight (8) inch metal manhole cover and watertight locking mechanism.
2. Deliver construction permit documents at least (5) days before commencement of work
3. Deliver well completion reports within five (5) days of completion of work
4. Remove all debris/cuttings returning site to original condition.
5. Table -Proposed Saltwater Monitoring Well MW10D

Well No.	Depth (ft)	Screen (ft)	Location
10D	270	5-270	Within the Fort Lauderdale Golf Course and Country Club, 415 E Country Club Circle, Fort Lauderdale, FL 33317. Proposed location is on sod area approximately 10 feet inside gate. 26°6'42.03" N // 80°12' 33.74" W

**2. Communication & Reports**

The City shall provide final invoicing when the well installation is complete.

**3. Deliverable Products and Services**

City shall provide the following Deliverables, which shall be considered accepted by County only upon written notice by Contract Administrator that the Deliverable meets the applicable Acceptance Criteria.

No.	Deliverable	Deadline	Acceptance Criteria
1	Bidding documentation	Within thirty (30) days of Effective Date	Copy of original
2	Contractor invoicing and City's payment	Within thirty (30) days of well installation	Copy of original
3	Summary of Well Installation, including Well Completion Report	Within thirty (30) days of well installation	Copy of original
4	City invoice to County	Within sixty (60) days of after expiration or earlier termination of Agreement	Per Section 5.2

**EXHIBIT B  
PAYMENT SCHEDULE**

The project will be funded through support by County and Club equally up to a maximum of, and not to exceed, the estimated total project costs of Twenty Five Thousand One Hundred Eighty Four dollars and Fifty cents (\$25,184.50) in the amounts shown below. The project will be completed in twelve (12) months. The City may invoice County and Club once for payment after completion of the Scope of Services and is responsible for any and all project costs above or beyond the currently estimated project costs.

<b>Project</b>	<b>Estimated Total Project Cost</b>	<b>Broward County Funds</b>	<b>Fort Lauderdale Country Club Funds</b>
Saltwater Monitoring Well	\$25,184.50	Not to Exceed \$12,592.25	Not to Exceed \$12,592.25

**EXHIBIT C**  
**Certification of Payments to Contractor and Suppliers**

Project: Saltwater Intrusion Monitoring Well

The undersigned City hereby swears under penalty of perjury that:

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

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

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

Dated \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
City  
By \_\_\_\_\_  
(Signature)  
By \_\_\_\_\_  
(Name and Title)

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ (title), of \_\_\_\_\_,  a Florida business entity, or  individually (choose one). He/She is  personally known to me or  has produced a \_\_\_\_\_ (state) driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

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