

**CITY OF FORT LAUDERDALE  
FY 2021 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2021 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT, ("Agreement"), made and entered into this 21st day of September, 2021, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and The Stranahan House, Inc., a Florida not for profit corporation, ("Stranahan House" or "Participant" or "Organization" or "Contractor"), whose principal place of business is 335 Southeast 6th Avenue, Fort Lauderdale, Florida, 33301.

WHEREAS, the mission of the Historic Stranahan House Museum is to tell the story of the birth of the Fort Lauderdale community through the lives of Frank Stranahan, who is credited as Fort Lauderdale's founding father, and his wife Ivy Cromartie Stranahan, the area's first school teacher, and the homestead they created, and to serve as an enduring legacy for historic preservation; and

WHEREAS, the Participant's purpose is to preserve Stranahan House as a museum, historic site and social center for the community; to interpret Stranahan House through appropriate restorations, exhibitions, educational programs and tours; and to promote Stranahan House so that residents and visitors of all ages are aware of their opportunity to learn about the history of the region, thus furthering the social, cultural and historic viability of the community; and

WHEREAS, the Participant is embarking on a capital improvement project to enhance the Stranahan House Museum, which includes construction of a Welcome Center as described in Exhibit A ("Welcome Center"); and

WHEREAS, the City's contribution toward funding construction of a Welcome Center at the Stranahan House Museum is intended to enable the Museum to increase its capacity, enhance security, establish a ticket booth and an expanded gift shop featuring handcrafted items from local craftspeople, and facilitate personalized customer service for guests in order to direct them to museum services, other tourist points of interest, additional cultural venues, and area restaurants and shops, all of which will serve a legitimate public and municipal purpose;

NOW, THEREFORE, the City and Stranahan House agree as follows:

**I. SCOPE OF SERVICES**

A. The Participant shall use funds provided by the City pursuant to this Agreement ("funds") toward funding construction of the Welcome Center.

B. The funds shall be placed in an escrow account to be held at no charge by the law firm of Rogers, Morris & Ziegler LLP ("escrow account"), and will be distributed following the City's written approval. As a condition of this Agreement, City, Participant, and the escrow agent shall enter into a separate agreement, "Escrow Agreement", detailing the terms and conditions of disbursement of the funds substantially in the form attached as Exhibit B. The Escrow Agreement shall not conflict with the terms and conditions of this Agreement. The City shall not pay for any expenses that are not included in the above scope of services. The Participant shall not use City

grant funds for:

- Profit
- Alcoholic beverages
- Staff salaries
- Staff bonuses
- Lobbying
- Legal services
- Land acquisition
- Membership fees
- Foreign travel
- Staff travel
- Costs due to negligence
- Debt
- Audit services
- Recreational activities
- Receptions
- Fundraising
- Administration
- Luxury items
- Cable or satellite television
- Cellular telephones or services
- Any activity that would violate any applicable law, ordinance, or regulation

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

## **II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be from September 21, 2021, until all funds are disbursed from the escrow account in furtherance of construction of the Welcome Center, but no later than September 30, 2025. The Organization shall have incurred all expenditures of funds that are

reimbursable pursuant to this Agreement on or after October 1, 2020, and before expiration of this Agreement. The effectiveness of this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds. In the event all funds are not disbursed from the escrow account in furtherance of construction of the Welcome Center on or before September 30, 2025, the City and the Participant agree that the escrow agent shall refund the remaining funds to the City on or before October 14, 2025.

**III. FINANCIAL REPORTING**

Within ninety (90) days after the close of the Organization's fiscal year in which it receives any funds, the Organization shall submit to the City an audited financial statement and summary report, prepared in accordance with generally accepted accounting principles, accounting for the funds received pursuant to this Agreement and reporting on the manner in which they were expended, including a statement that the services provided by the Participant comply with the terms of this Agreement and are aligned with deliverables outlined in the "Scope" of this Agreement. The financial statement and summary report shall be directed to the City as follows:

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

**IV. FUNDING CAP**

The total amount to be paid by the City pursuant to this Agreement shall not exceed \$100,000, subject to and conditioned on the City's annual budget appropriation to fund this Agreement and the availability of funds. The funds will be distributed in one installment of \$100,000 paid into the escrow account.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery.

All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**  
Christopher J. Lagerbloom  
City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

**Participant**  
April Kirk  
Executive Director  
The Stranahan House, Inc.  
335 Southeast 6<sup>th</sup> Avenue  
Fort Lauderdale, FL 33301

## VI. GENERAL CONDITIONS

### A. Independent Contractor

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

### B. Indemnification

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

### C. Amendments

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

### D. Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 100 ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### **E. Default**

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

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If the Participant files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or other local law, such

proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant, of any trustee, receiver, or liquidator of the Participant, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.

3. Participant's breach, violation, or failure to perform any of the obligations or any of the covenants or conditions set forth in this Agreement.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days within which to cure such default. If Participant fails to cure the default within the thirty (30) days, the City may terminate this Agreement immediately.

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

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

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2021), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2- 187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- H. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the

Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

- I. The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.
- J. No modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith. In no event will the Participant be compensated for any work which has not been described in this Agreement or in a separate amendment to this Agreement executed by the parties hereto.
- K. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Participant, at the Participant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Participant. The Participant shall provide the CITY a certificate of insurance evidencing such coverage. The Participant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Participant shall not be interpreted as limiting the Participant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the CITY's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the CITY, and these coverages, limits, and endorsements may not be relied upon by the Participant for assessing the extent or determining appropriate types and limits of coverage to protect the Participant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Participant under this Agreement.

The following insurance is required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

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

Insurance Certificate Requirements

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



f. The CITY shall be named as an Additional Insured on Commercial General Liability policy.

g. The title of the Agreement or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

If the Participant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Participant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Participant's insurance coverage shall be primary insurance as applied to the CITY and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the CITY covering the CITY, the CITY's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Participant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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

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

It is the Participant's responsibility to ensure that any and all of the Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall

be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Participant.

- L. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees.
- M. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2020), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.
1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
  2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2020), as may be amended or revised, shall terminate the contract with the person or entity.
  3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2020), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
  4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2020), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2020), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date

on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section VI.M., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2020), as may be amended or revised, to include all of the requirements of this section VI.M. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2020), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2020), as may be amended or revised.

## **VII. SECTION HEADINGS AND SUBHEADINGS**

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

## **VIII. WAIVER**

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

## **IX. ENTIRE AGREEMENT**

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

## **X. GOVERNING LAW: VENUE**

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

**XI. TERMINATION FOR CONVENIENCE**

The CITY has the unqualified and absolute right to terminate this Agreement at any time upon thirty days' written notice by the CITY to the Participant, in which event, the Participant shall be reimbursed for allowable expenses incurred up to the termination date, and the remainder of the escrow account shall be disbursed to the City within thirty days after the termination date. In the event that the Participant abandons this Agreement or causes it to be terminated, the Participant shall indemnify the CITY against any losses pertaining to such termination.

**XII. ATTORNEY FEES**

In the event that either party brings suit for enforcement of this Agreement, the Participant shall pay the City's attorney fees and costs.


**XIII. LEGAL REPRESENTATION**

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

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

ATTEST:

FOR *J.A.M.*  
Jeffrey A. Modarelli, City Clerk



City of Fort Lauderdale

By: *Dean J. Trantalis*  
Dean J. Trantalis, Mayor

By: *Christopher J. Lagerbloom*  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

Approved as to form:

*Paul Samp*  
Sr. Assistant City Attorney

WITNESSES:

The Stranahan House, Inc.

Norman Kublin  
Print Name: NORMAN KUBLIN

By: Pat Kublin  
Pat Kublin, President

Lisa Marie Temple  
Print Name: Lisa Marie Temple

ATTEST:

(Corporate Seal)

Matthew McAloon  
Matthew McAloon, Secretary

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1<sup>st</sup> day of October, 2021, by Pat Kublin as President for The Stranahan House, Inc., a Florida not for profit corporation.

(SEAL)

Lisa Marie Temple  
Notary Public, State of Florida  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification   
Type of Identification Produced: Driver License



The Historic Stranahan House Museum has served as a Welcome Center for downtown Fort Lauderdale and the beaches for more than three decades – welcoming guests from around the corner and around the world just as Frank and Ivy Stranahan had when they operated the area’s first trading post. For many years, the museum has been hidden behind a construction fence and the view to Las Olas Boulevard has been obstructed. With the completion of the Icon building on the adjacent property, Stranahan House will enjoy an unobstructed view from Las Olas for the first time in many years.

The new Welcome Center will be built on the northeast corner of the property with unobstructed access to Las Olas Boulevard, the expanded Riverwalk linear park, and the Water Taxi and Trolley stops.

The fully staffed building will serve as a ticket booth and expanded gift shop, featuring handcrafted items from local craftspeople. The increased sales will help to cover costs of operating the new facility. Staff will be able to offer personalized customer service for guests, directing them to museum services, other tourist points of interest, additional cultural venues, and area restaurants and shops.

The Welcome Center will provide for better accessibility for all guests and create a smooth transition from the front of the House around the entire property, while also increasing security for the historic property by having museum visitors enter and exit through one access point.



## WELCOME CENTER



The new Welcome Center will include a ticket window and gift shop to improve access and control of the site while promoting community awareness of the museum.

## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT** (this "**Agreement**"), is made and entered into as of September 21, 2021, by and among the City of Fort Lauderdale, a Florida municipality (the "**City**"), The Stranahan House, Inc., a Florida not for profit corporation, (the "**Participant**"), and Rogers, Morris & Ziegler LLP, a Florida limited liability partnership, as escrow agent (the "**Escrow Agent**").

**WHEREAS**, City and Participant have entered into a certain CITY OF FORT LAUDERDALE FY 2021 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT, dated September 21, 2021, (the "**Grant Participation Agreement**"); and

**WHEREAS**, the Grant Participation Agreement provides that a grant contribution shall be deposited by City into escrow to be held and distributed by the Escrow Agent in accordance with the terms of this Agreement and the Grant Participation Agreement; and

**WHEREAS**, the execution and delivery of this Agreement is a condition to the parties' obligations under the Grant Participation Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Grant Participation Agreement.

2. Escrow Deposit. City shall deposit a total amount of \$100,000 ("**Escrow Amount**") with the Escrow Agent. The Escrow Amount will be available for reimbursement of certain costs expended toward construction of the Welcome Center as provided in Section I.A. of the Grant Participation Agreement, subject to a written authorization of withdrawal by the City as provided in Section 3(a) of this Agreement.

The Escrow Agent agrees to hold the Escrow Amount in a separate and distinct deposit account insured by the Federal Deposit Insurance Corporation in the name of Rogers, Morris & Ziegler LLP as Escrow Agent, in trust for the City of Fort Lauderdale and The Stranahan House, Inc., (the "**Escrow Account**"), subject to the terms and conditions of this Agreement. The Escrow Amount shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto. The Escrow Agent shall not distribute or release any portion of the Escrow Amount except in accordance with the express terms and conditions of this Agreement.

3. Release of Escrow Amount. The Escrow Amount held pursuant to this Agreement is intended to provide a non-exclusive source of funds for the payment of any amounts which may become payable in respect of the claims and matters described in Section 2 above. Except for tax distributions made pursuant to Section 9, the Escrow Amount shall only be distributed and released as follows:

(a) Participant shall provide City with a written request for a withdrawal of a portion of the Escrow Amount. Upon receipt of Participant's written request for a withdrawal of a portion of the Escrow Amount, City shall have forty-five days to provide a written response approving or denying of the release of funds. If the City denies the withdrawal of a portion of the Escrow Amount, the reasons for denial shall be explicitly stated.

(b) Upon the Escrow Agent's receipt of a joint written instruction signed by City and Participant stating that there has been a determination of the amount of funds to be released pursuant

to Section 3(a) of this Agreement, the Escrow Agent shall promptly, and in any event within ten Business Days of its receipt of that instruction, release to Participant an amount of Escrow Amount from the Escrow Account equal to the amount specified in such instruction.

(c) If the Escrow Amount has not been entirely utilized by Participant on or before expiration or early termination of the Grant Participation Agreement, Escrow Agent shall release the remaining balance of the Escrow Amount to the City within fourteen calendar days of expiration or early termination of the Grant Participation Agreement.

(d) Notwithstanding any other provision in this Agreement to the contrary, the Escrow Agent shall disburse the Escrow Amount or a portion thereof in accordance with a notice from either City or Participant of a final and non-appealable order from a court of competent jurisdiction ordering disbursement of the Escrow Amount or a portion thereof, along with a copy of the order.

4. Inspection Rights and Account Statements. City shall have the right to inspect and obtain copies of the records of the Escrow Agent pertaining to this Agreement and to receive quarterly reports on the status of the Escrow Account.

5. Termination. This Agreement shall terminate when the entire Escrow Account has been distributed in accordance with Section 3 of this Agreement.

6. Conditions to Escrow. The Escrow Agent agrees to hold the Escrow Amount in the Escrow Account and to perform in accordance with the terms and provisions of this Agreement. City and Participant agree that the Escrow Agent does not assume any responsibility for the failure of City or Participant to perform in accordance with the Grant Participation Agreement or this Agreement. The acceptance by the Escrow Agent of its responsibilities hereunder is subject to the following terms and conditions, which the parties hereto agree shall govern and control with respect to the Escrow Agent's rights, duties, liabilities and immunities:

(a) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the other parties to this Agreement.

(b) The Escrow Agent shall be protected in acting upon any written notice, consent, receipt or other paper or document furnished to it, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which the Escrow Agent in good faith believes to be genuine and what it purports to be.

(c) The Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for anything which it may do or refrain from doing in connection herewith, except for its own negligence or willful misconduct.

(d) [Reserved.]

(e) [Reserved.]

(f) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from City or Participant which, in its opinion, conflict with any of the provisions of this Agreement, it shall follow the City's direction.



(g) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its escrow business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become the successor escrow agent hereunder and vested with all of the title to the whole property or trust estate and all of the trusts, powers, immunities, privileges, protections and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

7. Resignation and Removal of Escrow Agent.

(a) The Escrow Agent reserves the right to resign at any time by giving thirty days written notice of resignation, specifying the effective date thereof. On the effective date of such resignation, the Escrow Agent shall deliver this Agreement together with the remaining portion of the Escrow Amount and any and all related instruments or documents to any successor escrow agent agreeable to City and Participant. If a successor escrow agent has not been appointed and has not accepted such appointment prior to the expiration of thirty days following the date of the notice of such resignation, the Escrow Agent shall disburse the remaining portion of the Escrow Amount to the City. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor escrow agent shall continue to act as Escrow Agent until a successor is appointed and qualified to act as Escrow Agent.

(b) The Escrow Agent may be removed (with or without cause) and a new escrow agent may be appointed upon mutual agreement of City and Participant. In such event, City and Participant shall deliver joint written notice to the Escrow Agent of such removal together with joint written instructions authorizing delivery of this Agreement together with the remaining portion of the Escrow Amount and any and all related instruments or documents to a successor escrow agent.

(c) Upon delivery of the remaining portion of the Escrow Amount to a successor escrow agent in accordance with this Section 7, the Escrow Agent shall thereafter be discharged from any further obligations hereunder. All power, authority, duties and obligations of the Escrow Agent shall apply to any successor escrow agent.

8. [Reserved.]

9. Taxes.

(a) Ownership for Tax Purposes. Each of City and Participant agree that, for purposes of United States federal and other taxes based on income, City shall be treated as the owner of the Escrow Amount and that Participant shall report the income, if any, that is earned on, or derived from, the Escrow Amount as its income, in the taxable year or years in which such income is properly includible and pay any taxes attributable thereto.

10. Business Days. If any date on which the Escrow Agent is required to make a delivery pursuant to the provisions hereof is not a day on which the Escrow Agent is open for business, then the Escrow Agent shall make such delivery on the next succeeding Business Day.

11. Escrow Costs. Escrow Agent shall perform all services pursuant to this Agreement free of charge.

12. Force Majeure. No party shall be liable or responsible to the other parties, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control ("**Force Majeure Events**"), including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns or other industrial disturbances. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13). Notwithstanding the above, in the case of communications delivered to the Escrow Agent whereby the Escrow Agent must act based on a specified number of days upon its receipt of such communication, if applicable, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office.

If to City: Christopher J. Lagerbloom  
City Manager  
City of Fort Lauderdale  
100 North Andrews Ave.  
Fort Lauderdale, FL 33301

If to Participant: April Kirk  
Executive Director  
The Stranahan House, Inc.  
335 Southeast 6<sup>th</sup> Ave.  
Fort Lauderdale, FL 33301

If to Escrow Agent: Romney C. Rogers, Esq.  
Rogers, Morris & Ziegler LLP  
Escrow Agent  
1401 E. Broward Blvd., #300  
Fort Lauderdale, FL 33301

14. Entire Agreement. This Agreement, together with the Grant Participation Agreement and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, in the event of any inconsistency between the statements in the body of this Agreement and those of the Grant Participation Agreement, (i) with respect to any inconsistency as between City and Participant, the statements in the body of the Grant Participation Agreement shall control; and (ii) with

respect to any inconsistency as between the Escrow Agent, on the one hand, and either City or Participant or both, on the other hand, the statements in the body of this Agreement shall control.

15. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder.

16. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

18. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination by a court of competent jurisdiction that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Fort Lauderdale and County of Broward, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

21. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver

voluntarily, and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 21.

**22. IF THE ESCROW AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ESCROW AGENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301.**

Escrow Agent shall comply with public records laws, and Escrow Agent shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Escrow Agent does not transfer the records to the City.
- d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Escrow Agent or keep and maintain public records required by the City to perform the service. If the Escrow Agent transfers all public records to the City upon completion of this Agreement, the Escrow Agent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Escrow Agent keeps and maintains public records upon completion of this Agreement, the Escrow Agent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

**23. IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301.**

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Participant does not transfer the records to the City.
- d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Participant or keep and maintain public records required by the City to perform the service. If the Participant transfers all public records to the City upon completion of this Agreement, the Participant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Participant keeps and maintains public records upon completion of this Agreement, the Participant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### 24. Insurance.

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

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Escrow Agent for assessing the extent or determining appropriate types and limits of coverage to protect the Escrow Agent against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Escrow Agent under this Agreement.

The following insurance policies and coverages are required:

##### Fidelity

Coverage must be afforded in an amount not less than \$100,000.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Escrow Agent must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work product by the City.

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

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

If the Escrow Agent's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Escrow Agent may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Escrow Agent's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Escrow Agent that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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

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

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

## 25. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Escrow Agent and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

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

2. The City, the Escrow Agent, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Escrow Agent otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify the Escrow Agent and order the Escrow Agent to immediately terminate the contract with the subcontractor, and the Escrow Agent shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Escrow Agent may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Escrow Agent is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. The Escrow Agent shall include in each of its subcontracts, if any, the requirements set forth in this Section 25, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section 25 in their subcontracts. The Escrow Agent shall be

responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

## 26. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Participant and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

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

2. The City, the Participant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Participant otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify the Participant and order the Participant to immediately terminate the contract with the subcontractor, and the Participant shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Participant may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Participant is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. The Participant shall include in each of its subcontracts, if any, the requirements set forth in this Section 26, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section 26 in their subcontracts. The Participant shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.



IN WITNESS WHEREOF, the parties hereto execute this Escrow Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

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

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

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

WITNESSES:

THE STRANAHAN HOUSE, INC.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Pat Kublin, President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
Matthew McAloon, Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Pat Kublin as President for The Stranahan House, Inc., a Florida not for profit corporation.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of  
Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

WITNESSES:

**ROGERS, MORRIS & ZIEGLER LLP**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Romney C. Rogers, General Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

(Seal)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Romney C. Rogers as General Partner for Rogers, Morris & Ziegler LLP, a Florida limited liability partnership.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of  
Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_