

**CITY OF FORT LAUDERDALE
INTERLOCAL GRANT PARTICIPATION AGREEMENT**

THIS CITY OF FORT LAUDERDALE INTERLOCAL GRANT PARTICIPATION AGREEMENT, "Agreement"), made and entered into this _____ day of October, 2019, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose principal place of business is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and the Downtown Development Authority of the City Of Fort Lauderdale, a Florida body corporate and politic, ("DDA," or "Participant"), whose principal address is 110 E. Broward Boulevard, Suite 1610, Fort Lauderdale, FL 33301.

WHEREAS, the DDA was created and established and its Charter reenacted and re-created pursuant to Chapter 2005-346, Laws of Florida; and

WHEREAS, the DDA's Charter authorizes the DDA to construct and maintain street lights along public roads in the downtown, *inter alia*; and

WHEREAS, the DDA is leading the implementation of the SW 2nd Avenue Streetscape Improvement Project ("Streetscape Project") using a combination of grant funding from the United States Department of Transportation/Federal Transit Administration and from DDA general funds; and

WHEREAS, the Streetscape Project is along SW 2nd Avenue, a City owned right-of-way, between Broward Boulevard and SW 2nd Street, for the purposes of improving access, connectivity, visibility, safety, and aesthetics; and

WHEREAS, a contribution of City funds to the DDA will serve a municipal public purpose by facilitating physical upgrades to the public right-of-way, including installation of lighting that will result in improved safety and aesthetics;

NOW, THEREFORE, the City and the DDA agree as follows:

I. USE OF CITY FUNDS

A. Activities

The DDA will use funds received pursuant to this Agreement to fabricate and install iconic festival street lighting, which will complement the larger Streetscape Project including a festival style, curb-less street with wider sidewalks, new pedestrian lights, new shade trees, and art elements.

B. Deliverables

The DDA, through its hired construction contractor, will fabricate and install iconic festival style lighting as enumerated and depicted in Exhibit 1, which is attached hereto and incorporated herein, as part of the overall Streetscape Project.

C. Payment of City Funds

The funds will be distributed as a lump sum payment by CITY to DDA within 15 business days of execution of this agreement. The DDA shall maintain all records created during the ordinary course of business pertaining to the funds. All such records shall be made available as requested under Chapter 119, Florida Statutes.

The City reserves the right to examine records of the DDA. Any funds not expended during the term or for the activities identified above, under I.A. Activities above, shall be automatically returned by the DDA to the City. The City reserves the right to conduct audits of the DDA, which shall be in accordance with Generally Accepted Government Auditing Standards ("GAGAS"). The City 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.

II. TERM AND TIME OF PERFORMANCE

The effective date of this Agreement shall commence upon full execution by the City and the DDA. The DDA shall expend the funds by September 30, 2020.

III. FINANCIAL REPORTING

A. Within 120 days of the close of the DDA's 2019/2020 fiscal year, the DDA shall submit to the City a financial statement, prepared in accordance with GAGAS, accounting for the funds provided pursuant to this Agreement and reporting upon the manner in which they were expended, directed as follows:

CITY OF FORT LAUDERDALE

City Manager's Office
Budget/CIP and Grants Division
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, FL 33301

B. On or before September 30, 2020, the DDA shall submit to the City copies of receipts for all expenditures of funds provided pursuant to this Agreement, directed as follows:

CITY OF FORT LAUDERDALE

City Manager's Office
Budget/CIP and Grants Division
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, FL 33301

IV. PAYMENT

It is expressly agreed and understood that the total amount to be contributed by the City under this Agreement shall be **\$95,000.**

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by 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 written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

City

Chris J. Lagerbloom, ICMA-CM
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

DDA

Jenni Morejon
President & CEO
Fort Lauderdale DDA
110 E Broward Boulevard, Suite 1610
Fort Lauderdale, FL 33301
via email to dda@ddaftl.org

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. The DDA 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, inasmuch as the DDA is an independent contractor.

B. Hold Harmless

To the extent provided in and up to the limits set forth in Section 768.28, Florida Statutes (2019), as may be amended or revised, DDA shall protect, defend, 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, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, any award or attorney fees and any award of costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the DDA's acts or omissions in DDA's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity.

C. Amendments

This Agreement may be amended only by a written instrument executed by both parties, except that the City may, in the City's discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, availability of funds, or for other reasons.

The City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and DDA.

D. Public Records

DDA shall provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.

E. Default

The following events shall constitute an "Event of Default" pursuant to this Agreement:

1. The DDA fails to perform any covenant or term or condition of this

Agreement; or any representation or warranty of the DDA 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 DDA 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 laws 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 DDA for all or any part of the properties of DDA; or if within ten (10) days after commencement of any proceeding against the DDA, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy laws 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 DDA, of any trustee, receiver, or liquidator of the DDA or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

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

Upon the occurrence of any event of default, including the DDA's failure to complete the fabrication and installation of iconic festival street lighting before September 30, 2020, as provided in this Agreement, the City shall issue written notice in accordance with Article V, and the DDA shall have thirty (30) days within which to cure such default. If the DDA fails to cure the default within the 30 (thirty) days, the City may terminate this Agreement immediately, whereupon the DDA shall refund to the City all funds advanced pursuant to this Agreement within fourteen days following the City's notice to the DDA of the City's termination of this Agreement.

F. Severability

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.

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 City's failure to act with respect to a breach by the DDA does not waive its right to act with respect to subsequent or similar breaches. Failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. Nothing contained in this Agreement is intended nor shall anything in the Agreement be construed to waive City's or DDA's rights and immunities under the law or the City's sovereign immunity or the limitations contained in Section 768.28, Florida Statutes, as may be amended from time to time.

IX. ENTIRE AGREEMENT

This 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. THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement.

XI. 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 shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

XII. SECTION 163.01, FLORIDA STATUTES (2019)

The effectiveness of this City of Fort Lauderdale Interlocal Grant participation Agreement is conditioned on the DDA's filing this Agreement, at the DDA's

expense, with the Clerk of Circuit Court of Broward County, Florida, in accordance with Subsection 163.01(11), Florida Statutes (2019).

IN WITNESS WHEREOF, the City and the DDA execute this City of Fort Lauderdale Interlocal Grant Participation Agreement as follows:

DDA through its BOARD OF DIRECTORS, signing by and through its President and CEO, authorized to execute same by Board action on October 10, 2019.

Downtown Development Authority of the
City of Fort Lauderdale, through its
Board of Directors

By _____
Jenni Morejon, President & CEO
____ day of _____, 20____

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jenni Morejon as President & CEO for Downtown Development Authority of the City of Fort Lauderdale, a Florida body corporate and politic.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

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

Festival Style ("String Light") Lighting System Option

Item	Qty.	Unit
F&I Conduit Trench	220	LF
F&I Conduit (3/4")	220	LF
F&I Wiring, THWN # 10	660	LF
F&I Wiring, THWN # 8	100	LF
F&I Pull Box for String Light	2	EA
F&I 10'X5/8" Ground Rod	2	EA
F&I 277v Light Switch in Weatherproof Enclosure	1	EA
String Light Pole & Installation	10	EA
Stainless Steel Aircraft Cable for String Lights	1	LS
Strings Lights and Transformers	1	LS

As shown on plan set sheets E101 and E102 applicable to the String Lighting System design.

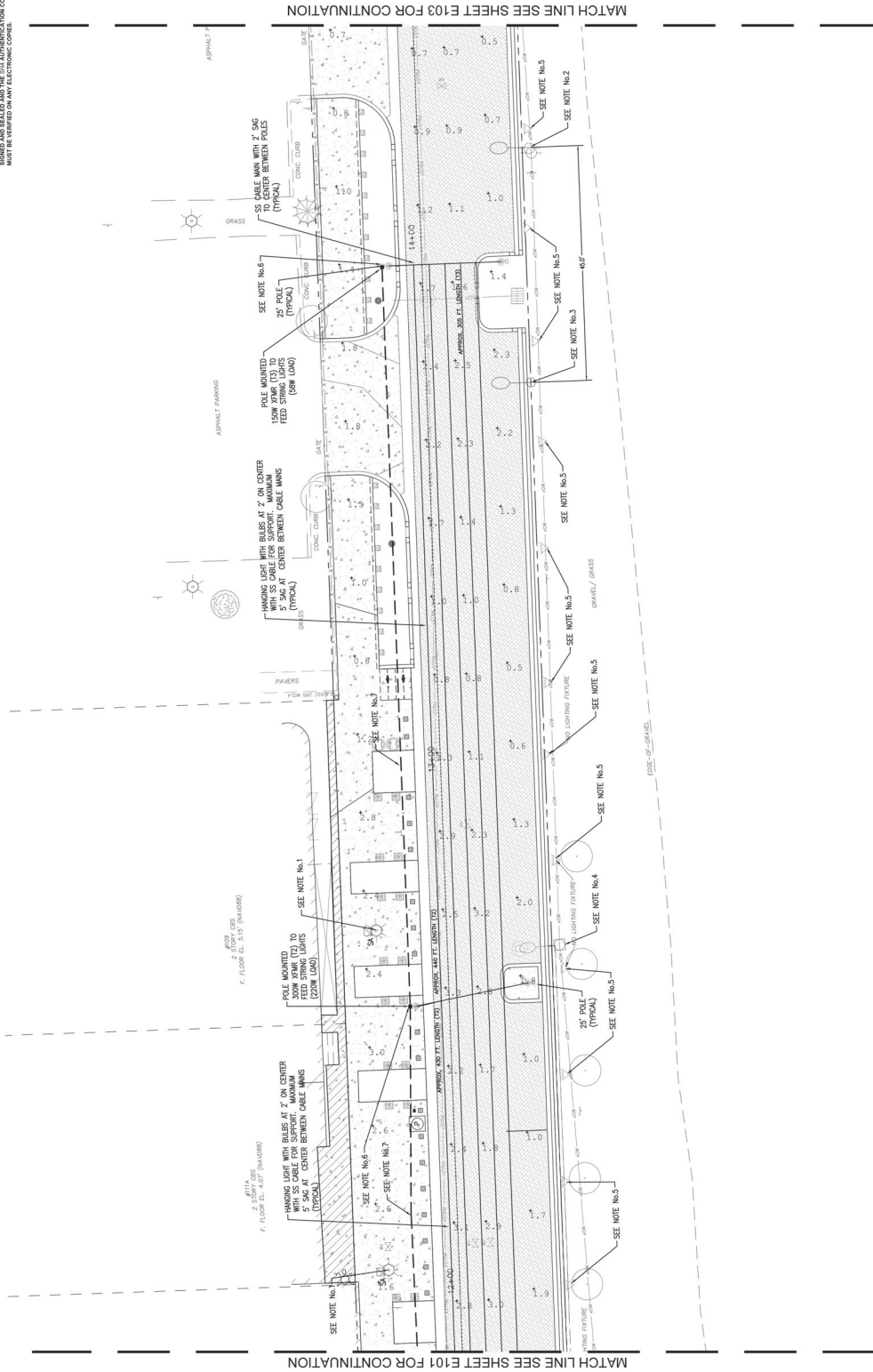
ELECTRICAL SYMBOL LEGEND

- LED POLE LIGHT WITH DISTRIBUTION PATTERN AS PER SCHEDULE
- LED POLE LIGHT WITH DISTRIBUTION PATTERN AS PER SCHEDULE
- 30' POLE FOR STRING LIGHTS (4" A.F.F.)
- 30' POLE FOR STRING LIGHTS (4" A.F.F.)
- DUPLICATE RECEPT. MOUNTED ABOVE COUNTER - 20 AMP (4" A.F.F.)
- SINGLE POLE SWITCH - 20 AMP (4" A.F.F.)
- DOUBLE POLE SWITCH - 20 AMP (4" A.F.F.)
- FOUR WAY SWITCH - 20 AMP (4" A.F.F.)
- DIMMER SWITCH 2000 WATTS 4" A.F.F.
- JUNCTION BOX
- STARTER
- FUSIBLE DISCONNECT(SWITCH) POLES, NATED AMPS AND FUSES PER WPL
- FUSE PER MANUFACTURER'S RECOMMENDATION
- ELECTRICAL PANELBOARD
- GROUNDING ELECTRODE & CONDUCTOR SYSTEM
- WEATHERPROOF
- GFCI GROUND-FAULT CIRCUIT INTERRUPTER

NOTES:

- EXISTING LIGHT POLE AND FIXTURE TO BE REMOVED, REPLACED WITH NEW LED POLE LIGHT WITH DISTRIBUTION PATTERN AS PER SCHEDULE. PULLBOX SERVING PREVIOUS FIXTURE TO NEW FIXTURE TYPE "SA" NEW FIXTURE TYPE "SA" SHALL REMAIN IN SAME LOCATION AS PREVIOUS FIXTURE.
- EXISTING FPL CORN HEAD STREET LIGHT SHALL BE REMOVED BY FPL.
- FPL SHALL PROVIDE NEW POLE AND LIGHT APPROXIMATE 45 FEET DIE SOUTH FROM PREVIOUS REMOVED FPL STREET LIGHT. NEW LIGHT SHALL BE LED WITH BACK ALUMINUM ANCHORING AND SHALL BE MOUNTED BY FPL FIXTURE SHALL BE FPL STANDARD AS MANUFACTURER AND CATALOG NUMBER, (AET NATED-TOLEBIE (D-XA-RH-BX).
- EXISTING FPL POLE LIGHT TO REMAIN
- EXISTING 277V LED FLOODLIGHT TO BE DISCONNECTED TO POWER SOURCE. REMOVALS TO BE COORDINATED BY THE DDA PROJECT MANAGER.
- PULL BOX BY POLE FOR STRING LIGHTING CIRCUIT UP TO POLE. SEE DETAILS ON SHEET E104.
- (2) #10 AND #10 END IN 3/4" PVC.
- CONTRACTORS SHALL VERIFY PRIOR TO FINAL ACCEPTANCE OF PROJECT, STRING LIGHTS MAXIMUM SAG IS 20FT ABOVE FINISHED GRADE. CONTRACTOR SHALL PROVIDE IN WRITTEN VERIFICATION.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID FOR CONSTRUCTION. ANY CHANGES TO THE DOCUMENT MUST BE REFERENCED TO ANY ELECTRONIC COPIES.



2 PARTIAL ELECTRICAL PLAN

Digitally signed by
Jorge R Cervantes
Date: 2019.07.23
165736-0400



This term has been digitally signed and sealed by
Jorge R. Cervantes, P.E., using a digital signature on
the document. The digital signature is a cryptographic
code that is unique to the signer and the document.
The digital signature code must be verified on any
electronic copies.

STRING LIGHT ALTERNATE BID.

THE CONTRACTOR SHALL PROVIDE AS A SEPARATE BID ITEM ALL RELATED INSTALLATION REQUIREMENTS FOR THE STRING LIGHTING INDICATED IN THESE DOCUMENTS. ALTERNATE BID SHALL INCLUDE, BUT NOT LIMITED TO, STRING LIGHTS, POLES, CONDUITS, WIRING, AND ALL OTHER MATERIALS AND LABOR REQUIRED TO THE STRING LIGHT FINAL FUNCTIONAL SYSTEM INDICATED HEREIN.

ELEVATIONS SHOWN HEREON ARE NAVD 1988

100% PLANS

JORGE CERVANTES, P.E.
REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 16582
DATE: MAY 16, 2019

ELECTRICAL PLAN

SW 2ND AVE STREETSCAPE PROJECT
PROJECT NO. 18-1488
SW 2ND AVE, FORT LAUDERDALE, FLORIDA

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 S. University Ave., Suite 200
Fort Lauderdale, FL 33316
Phone: (954) 377-7777
Certificate of Authorization 514

18-1488
E102