

**CITY OF FORT LAUDERDALE
NON-PROFIT GRANT PARTICIPATION AGREEMENT**

THIS CITY OF FORT LAUDERDALE NON-PROFIT GRANT PARTICIPATION AGREEMENT, ("Agreement"), made and entered into this 21st day of April, 2020, ("Effective Date"), 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 Riverwalk Fort Lauderdale, Inc., a Florida not for profit corporation, ("Riverwalk" or "Participant" or "Contractor"), whose principal address is 888 East Las Olas Boulevard, Suite 210, Fort Lauderdale, FL 33301.

WHEREAS, Riverwalk is leading the 9/11 Memorial Monument Project ("9/11 Memorial") using a combination of general capital project funding from the City, and grant funding from the 2000 Broward County Safe Parks and Land Preservation Bond Program ("Park Bond Program"); and

WHEREAS, on or about September 26, 2019, the City and Broward County, a political subdivision of the State of Florida, ("County"), entered into an Agreement between Broward County and City of Fort Lauderdale for Grant Funds to Finance the 9/11 Memorial at the Riverwalk in Fort Lauderdale ("9/11 Memorial Agreement"), whereby the County agreed to pay the City \$7,500 from the Park Bond Program to help finance the 9/11 Memorial at the Riverwalk in the City of Fort Lauderdale, Florida; and

WHEREAS, the 9/11 Memorial is proposed on a portion of Riverwalk Linear Park, a City of Fort Lauderdale linear park lying south of Brickell Avenue in the "Town of Fort Lauderdale," according to the plat recorded in plat book "B", page 40, of the public records of Dade County, Florida, for the purpose of creating a memorial monument in memory of the lives lost in the September 11, 2001, terrorist attacks on the World Trade Center, the Pentagon, and over Somerset County, Pennsylvania; and

WHEREAS, a contribution of City funds and grant funds to Riverwalk will serve a municipal public purpose by facilitating the construction of a public Memorial and physical upgrades to the Riverwalk Linear Park, including the installation of landscape lighting that will result in improved safety and aesthetics;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Participant hereby agree as follows:

I. SCOPE OF SERVICES AND USE OF CITY FUNDS

A. The Participant shall use funds provided by the City pursuant to this Agreement to fabricate and install a monument that displays a Port Authority Trans-Hudson ("PATH") rail segment from the tracks of the World Trade Center wreckage, in an uplifted position held by granite support pillars, which refers to the solid bedrock of Manhattan that supports its massive buildings. The base of the monument will carry the story line of the memorial and light will be included to ensure the monument is respectfully lit at night.

B. Deliverables

Riverwalk, through its hired constructor, will fabricate and install the monument as enumerated and depicted in Exhibit B-1, which is attached hereto and incorporated herein, as part of the overall 9/11 Memorial Project. Title to, and all rights in, the monument fabricated and installed pursuant to this Agreement, shall, upon the City's first reimbursement payment to Riverwalk pursuant to this Agreement, vest in the City of Fort Lauderdale for dedication for public recreational uses in accordance with the 9/11 Memorial Agreement.

C. Payment of City Funds

The funds will be distributed based upon the Participant providing supporting receipts and invoices to be reimbursed for the actual costs of the funded items. An invoice may only be submitted after the work reflected on such invoice has been completed. Invoices must be submitted with an original invoice plus a copy within fifteen (15) days of the end of the month, except the final invoice must be submitted within sixty (60) days after the expiration or earlier termination of the Agreement.

The Participant shall not use City grant funds for:

- Profit
- Alcoholic beverages
- Staff bonuses
- Lobbying Services
- Legal Services
- Land Acquisition
- Membership Fees
- Foreign Travel
- Costs due to negligence
- Debt
- Audit Services

The City reserves the right to conduct audits of Riverwalk, 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 term of this Agreement shall commence on the Effective Date. Riverwalk shall complete the Scope of Services by September 30, 2020.

III. FINANCIAL REPORTING

A. Within 120 days of the close of Riverwalk's 2019/2020 fiscal year, Riverwalk 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.

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

All required reporting as outlined in sections A and B of the aforementioned shall be 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 not exceed **\$64,706**, subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds, \$7,500 of which is subject to and conditioned on the availability of Park Bond Program funding. The total represents the following:

District two park general capital project funding	\$ 10,000
District four park general capital project funding	\$ 47,206
Park Bond Program funding	<u>\$ 7,500</u>
TOTAL FUNDING	<u>\$ 64,706</u>

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

Riverwalk

Genia Duncan Ellis
President & CEO
888 East Las Olas Boulevard
Suite 210
Fort Lauderdale, FL 33301
Via email to genia@goRiverwalk.com

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. Riverwalk 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, in as much as Riverwalk is an independent contractor.

B. Hold Harmless

Riverwalk 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 Riverwalk's acts or omissions in Riverwalk'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. 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.

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 Riverwalk.

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.

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 (2019), 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

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

1. Riverwalk fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of Riverwalk 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 Riverwalk 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 Riverwalk for all or any part of the properties of Riverwalk; or if within ten (10) days after commencement of any proceeding against Riverwalk, 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 Riverwalk, of any trustee, receiver, or liquidator of Riverwalk 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. Riverwalk'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 Riverwalk's failure to complete the fabrication and installation of the 9/11 Memorial Monument before September 30, 2020, as provided in this Agreement, the City shall issue written notice in accordance with Article V, and Riverwalk shall have thirty (30) days within which to cure such default. If Riverwalk fails to cure the default within the 30 (thirty) days, the City may terminate this Agreement immediately, whereupon Riverwalk shall refund to the City all funds advanced pursuant to this Agreement within fourteen days following the City's notice to Riverwalk 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.

G. Non-Discrimination

Riverwalk 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. Riverwalk certifies and represents that Riverwalk 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 Riverwalk will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of Riverwalk 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 Riverwalk fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until Riverwalk complies with Section 2-187.
5. Riverwalk 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. Scrutinized Companies

Riverwalk certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Riverwalk is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel.

I. Insurance

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, Riverwalk, at Riverwalk'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 Riverwalk. Riverwalk shall provide the City a certificate of insurance evidencing such coverage. Riverwalk's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Riverwalk shall not be interpreted as limiting Riverwalk'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 Riverwalk for assessing the extent or determining appropriate types and limits of coverage to protect Riverwalk 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 Riverwalk 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 Riverwalk. 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. Riverwalk 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. Riverwalk 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 Riverwalk 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, Riverwalk 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 N. Andrews Avenue

Fort Lauderdale, FL 33301

Riverwalk 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 Riverwalk's expense.

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

Riverwalk'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 Riverwalk 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, Riverwalk 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 Riverwalk's insurance policies.

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

It is Riverwalk's responsibility to ensure that any and all of Riverwalk'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 Riverwalk.

- J. The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

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 Riverwalk 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 Riverwalk'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, 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.

XII. TERMINATION FOR CONVENIENCE

City has the unqualified and absolute right to terminate this Agreement at any time upon written notice by the City to Riverwalk, in which event, Riverwalk shall be paid its compensation for services performed up to the termination date. In the event that Riverwalk abandons this Agreement or

causes it to be terminated, Riverwalk shall indemnify the City against any losses pertaining to this termination.

XIII. ATTORNEY FEES


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

XIV. 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.

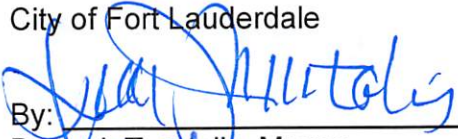
IN WITNESS WHEREOF, the City and Riverwalk execute this City of Fort Lauderdale Non-Profit Grant Participation Agreement as follows:

ATTEST:



Jeffrey A. Modarelli, City Clerk

City of Fort Lauderdale

By: 

Dean J. Trantalis, Mayor

By: 

Chris Lagerbloom, City Manager

Approved as to form:

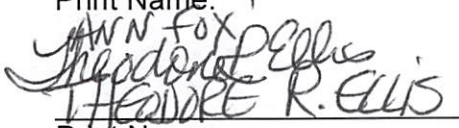


Assistant City Attorney

WITNESSES:



Print Name:



THEODORE R. ELLIS
Print Name:

Riverwalk Fort Lauderdale, Inc.

By: 

Eugenia Duncan Ellis, President

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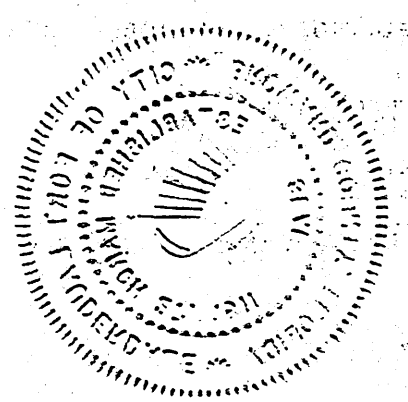
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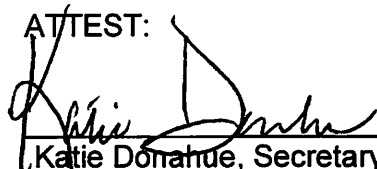
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(Corporate Seal)

ATTEST:


Katie Donahue, Secretary

STATE OF FLORIDA:

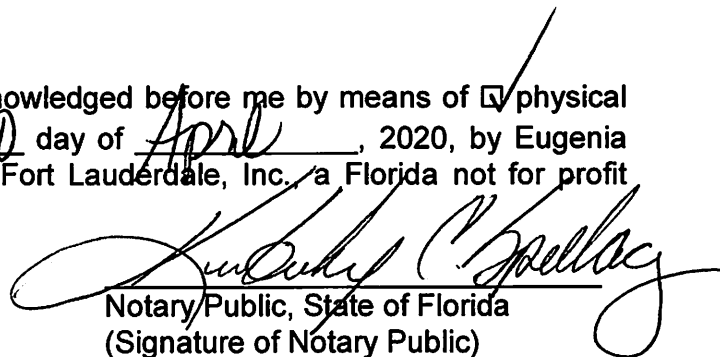
COUNTY OF BROWARD:

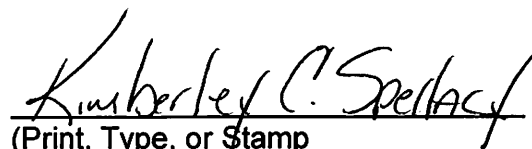
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of April, 2020, by Eugenia Duncan Ellis as President for Riverwalk Fort Lauderdale, Inc., a Florida not for profit corporation.

(SEAL)



KIMBERLEY C SPELLACY
Commission # GG 124696
Expires November 14, 2021
Bonded Thru Budget Notary Services


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


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

Personally Known ☒ OR Produced Identification _____

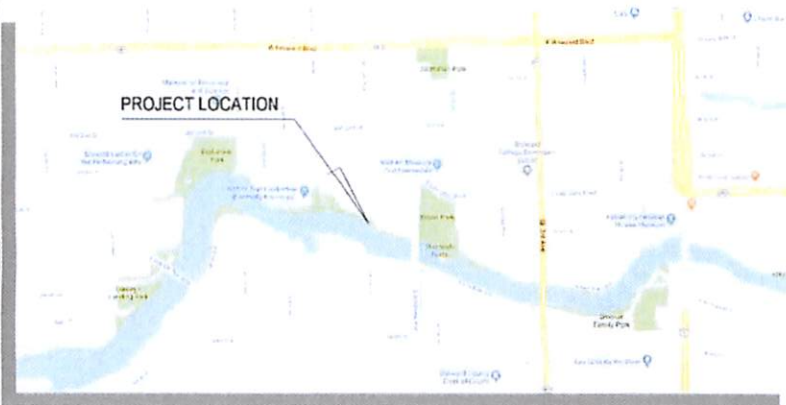
Type of Identification Produced: _____



9.11 MEMORIAL

FT. LAUDERDALE, FL

SCHEMATIC DESIGN DRAWINGS
February 14th, 2018



PREPARED FOR:



888 East Las Olas Boulevard, Suite 210
Fort Lauderdale, FL 33301

PREPARED BY:



LANDSCAPE ARCHITECT
EDSA

1512 East Broward Boulevard, Suite 110
Fort Lauderdale, FL 33301
T: 954-524-3330

INDEX OF DRAWINGS

SHEET NO.	SHEET NAME
<u>LANDSCAPE ARCHITECTURE DRAWINGS</u>	
L-1.00	OVERALL PLAN
L-1.01	RENDERINGS
L-1.02	ELEVATION
L-1.03	ELEVATIONS
L-1.04	ELEVATIONS
L-2.00	LAYOUT PLAN
L-3.00	PLANTING PLAN
L-4.00	LIGHTING PLAN

Client
RIVERWALK TRUST
888 EAST LAS OLAS BLVD
SUITE 210
FORT LAUDERDALE, FL 33301



Project Name

9.11 MEMORIAL
FT. LAUDERDALE, FL



1512 EAST BROWARD BLVD, SUITE 110
FORT LAUDERDALE, FL 33301
TEL: 954-524-3330
WWW.EDSA.COM

Consultants

Site Map

Rev	Date	Description	By
1			
2			
3			
4			

Date: 2/14/2018

Designed By: CP

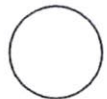
Drawn By: CP

Approved By: RME

Project No: 018999

Scale

Seal



Project Phase

SCHEMATIC DESIGN

Sheet Title

Sheet Number

L-000

NOT FOR CONSTRUCTION



1 DAY VIEW
RENDERING

NTS



2 NIGHT BIRDS EYE VIEW
RENDERING

NTS

Client
RIVERWALK TRUST

888 EAST LAS OLAS BLVD
SUITE 210
FORT LAUDERDALE, FL
33301



Project Name



9.11 MEMORIAL FT. LAUDERDALE, FL



15200 BROADWAY, SUITE 400
FORT LAUDERDALE, FL 33301
TEL: 954.544.1100
WWW.EDSO.COM

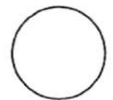
Consultants

Site Map

Rev	Date	Description	By
1			
2			
3			
4			
5			

Date	2/14/2015
Designed By	CP
Drawn By	CP
Approved By	RMD
Project No	015999
Scale	

Seal



Project Phase

SCHEMATIC DESIGN

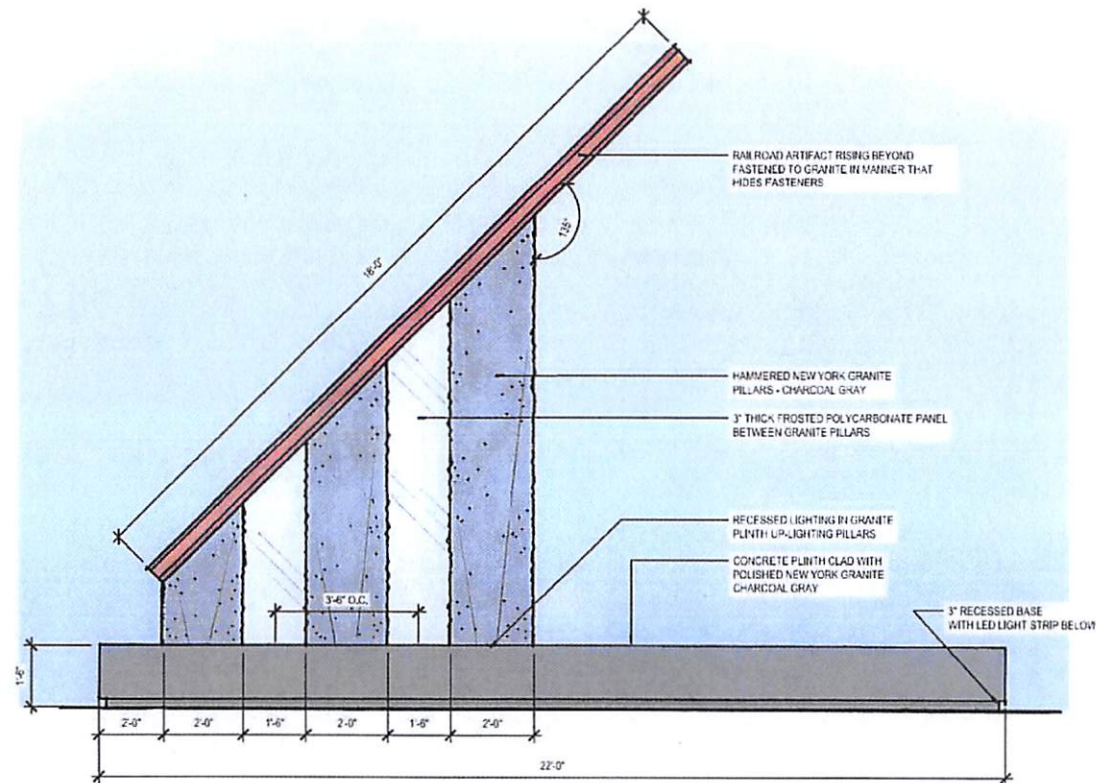
Sheet Title

RENDERINGS

Sheet Number

L-1.01

NOT FOR CONSTRUCTION



1 MEMORIAL - WEST ELEVATION
ELEVATION

SCALE: 1/2"=1'-0"

Client
RIVERWALK TRUST
888 EAST LAS OLAS BLVD
SUITE 210
FORT LAUDERDALE, FL
33301



Project Name

9.11 MEMORIAL
FT. LAUDERDALE, FL



1512 E. SHAWING BOULEVARD, SUITE 110
FORT LAUDERDALE, FL 33304
TEL: 954.536.2100
WWW.EDSA.COM

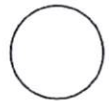
Consultants

Site Map

Rev	Date	Description	By
Δ			
Δ			
Δ			
Δ			

Date	2/14/2018
Designed By	CP
Drawn By	CP
Approved By	RMD
Project No	016999
Scale	

Seal



Project Phase

SCHEMATIC DESIGN

Sheet Title

SECTIONS &
ELEVATIONS

Sheet Number

L-1.02

NOT FOR CONSTRUCTION

Client
RIVERWALK TRUST

888 EAST LAS OLAS BLVD
SUITE 210
FORT LAUDERDALE, FL
33301



Project Name

9.11 MEMORIAL
FT. LAUDERDALE, FL



1510 N. HIGHWAY 100, SUITE 110
FORT LAUDERDALE, FL 33304
TEL: 954.881.1111
WWW.EDSC.COM

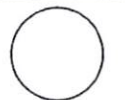
Consultants

Site Map

Rev	Date	Description	By
1			
2			
3			
4			

Date: 2/14/2015
Designed By: CP
Drawn By: CP
Approved By: RMD
Project No: 015999
Scale:

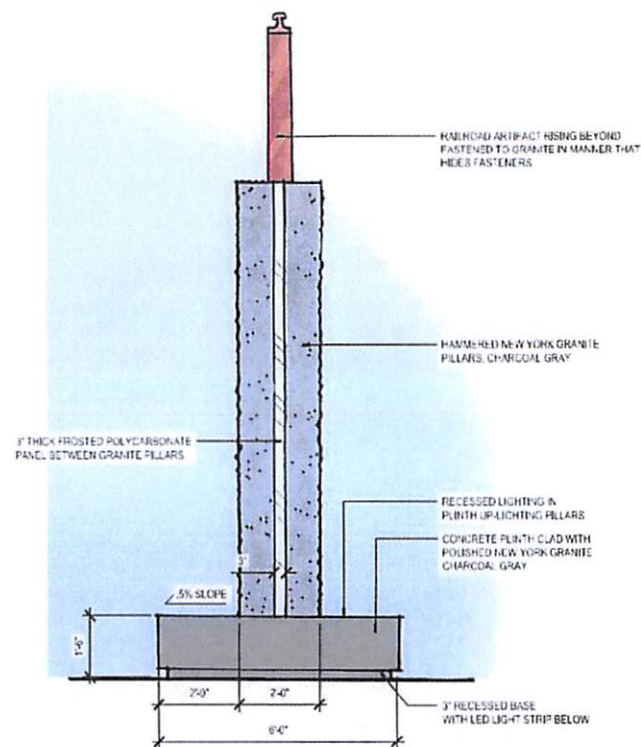
Seal



Project Phase
SCHEMATIC DESIGN
Sheet Title
SECTIONS & ELEVATIONS
Sheet Number

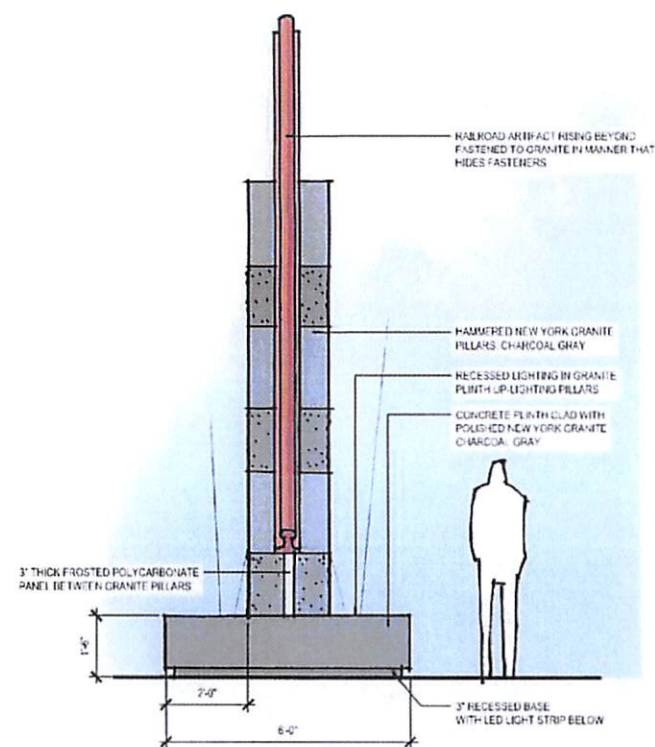
L-1.03

NOT FOR CONSTRUCTION



1 MEMORIAL - SOUTH ELEVATION
ELEVATION

SCALE 1/2"=1'-0"



2 MEMORIAL - NORTH ELEVATION
ELEVATION

SCALE 1/2"=1'-0"

Client
RIVERWALK TRUST
888 EAST LAS OLAS BLVD
SUITE 210
FORT LAUDERDALE, FL 33301



Project Name

9.11 MEMORIAL
FT. LAUDERDALE, FL



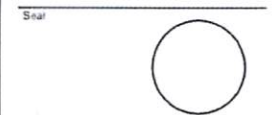
1510 E. BROWARD BLVD. SUITE 110
FORT LAUDERDALE, FL 33304 USA
TEL: 954.836.3333
www.edsa.com

Consultants

Site Map

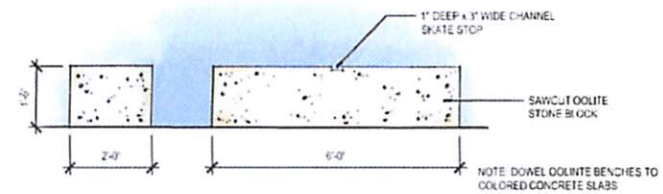
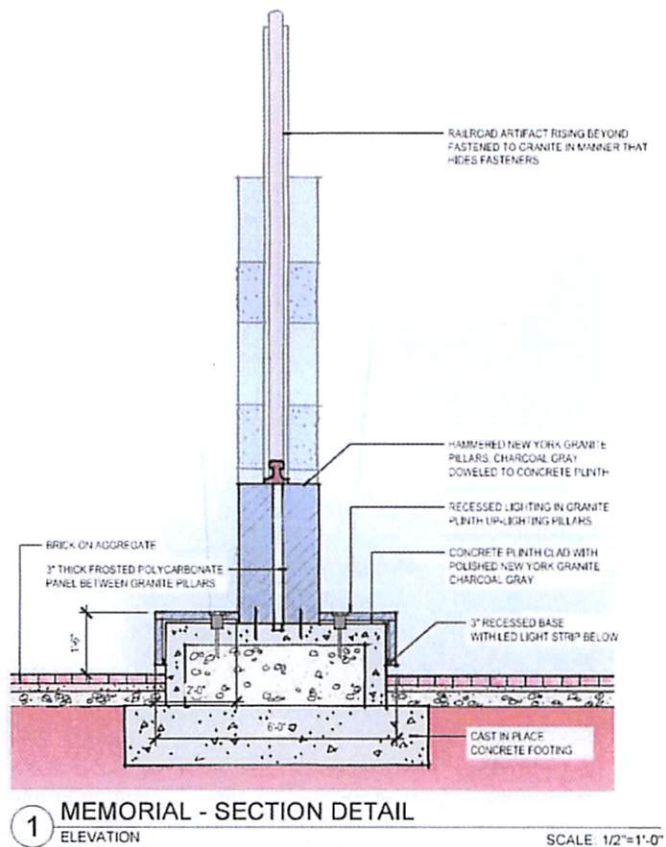
Rev	Date	Description	By
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Date	2/14/2018
Designed By	CP
Drawn By	CP
Approved By	RMD
Project No	315999
Scale	

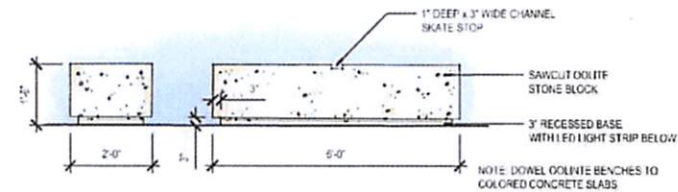


Project Phase	SCHEMATIC DESIGN
Sheet Title	SECTIONS & ELEVATIONS
Sheet Number	

L-1.04

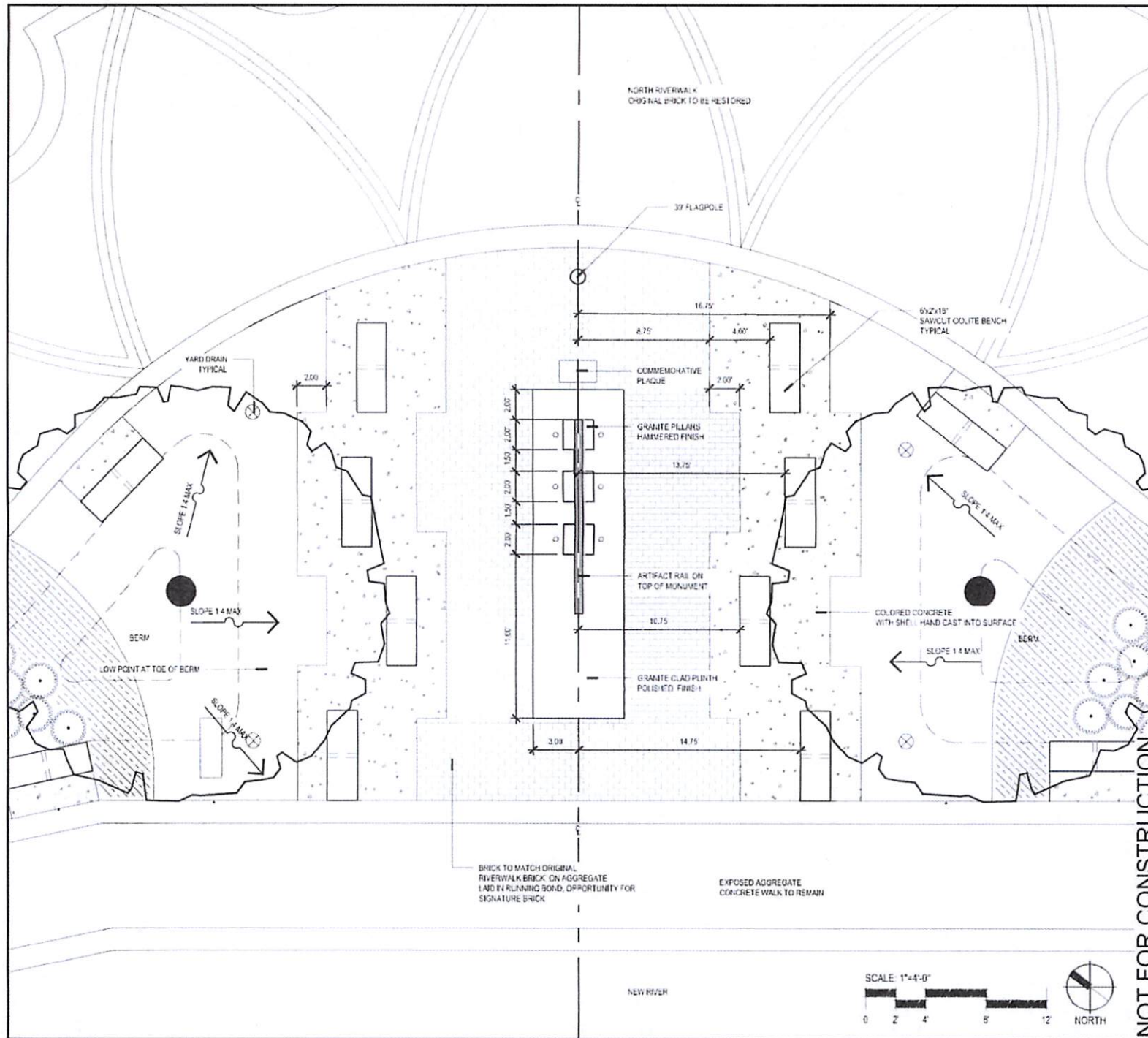


2 OOLITE BENCH (1)
SECTION SCALE 1/2"=1'-0"



3 OOLITE BENCH (2)
SECTION SCALE 1/2"=1'-0"

NOT FOR CONSTRUCTION



Client
 RIVERWALK TRUST
 888 EAST LAS OLAS BLVD
 SUITE 210
 FORT LAUDERDALE, FL 33301



Project Name
 9.11 MEMORIAL
 FT. LAUDERDALE, FL

edsa
 1500 W. BOWMAN BOULEVARD, SUITE 110
 FORT LAUDERDALE, FL 33304
 TEL: 954.844.1100
 WWW.EDSA.COM

Consultants

Site Map

Rev	Date	Description	By
1	2/14/2018		
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Date: 2/14/2018
 Designed By: CP
 Drawn By: CP
 Approved By: RMD
 Project No: 015999
 Scale:

Seal

Project Phase
 SCHEMATIC DESIGN
 Sheet Title
 LAYOUT PLAN
 Sheet Number

L-2.00

NOT FOR CONSTRUCTION

Client
RIVERWALK TRUST

888 EAST LAS OLAS BLVD
SUITE 210
FORT LAUDERDALE, FL
33301



Project Name



9.11 MEMORIAL FT. LAUDERDALE, FL



1910 N. WILLOW BOULEVARD, SUITE 110
FORT LAUDERDALE, FL 33301 USA
TEL: 954.541.4100
WWW.EDSA.COM

Consultants

Site Map

Rev	Date	Description	By
1			
2			
3			
4			
5			

Date	2/14/2015
Designed By	CP
Drawn By	CP
Approved By	RM
Project No	019999
Scale	

Seal

Project Phase

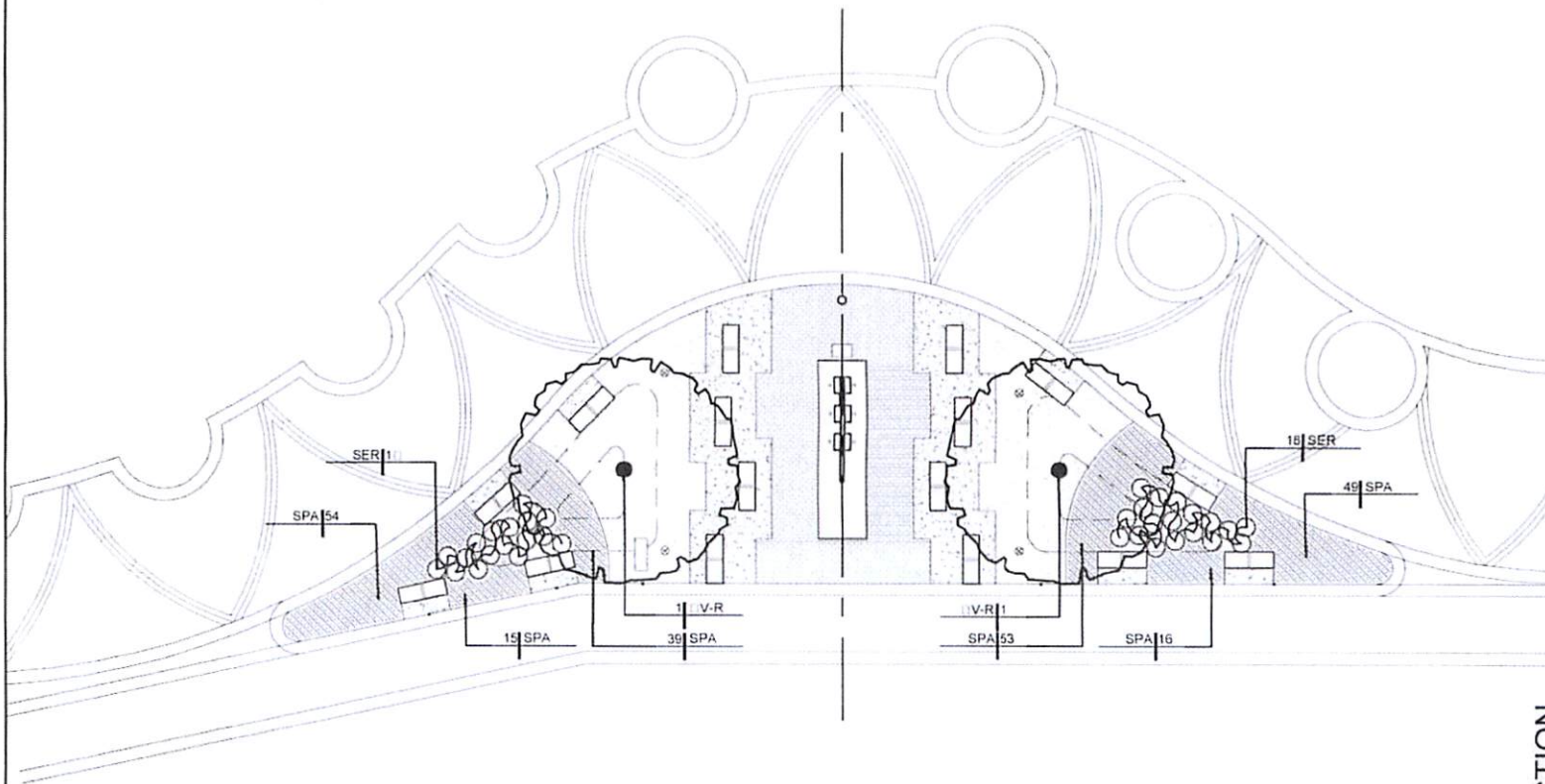
SCHEMATIC DESIGN

Sheet Title

PLANTING PLAN

Sheet Number

L-3.00

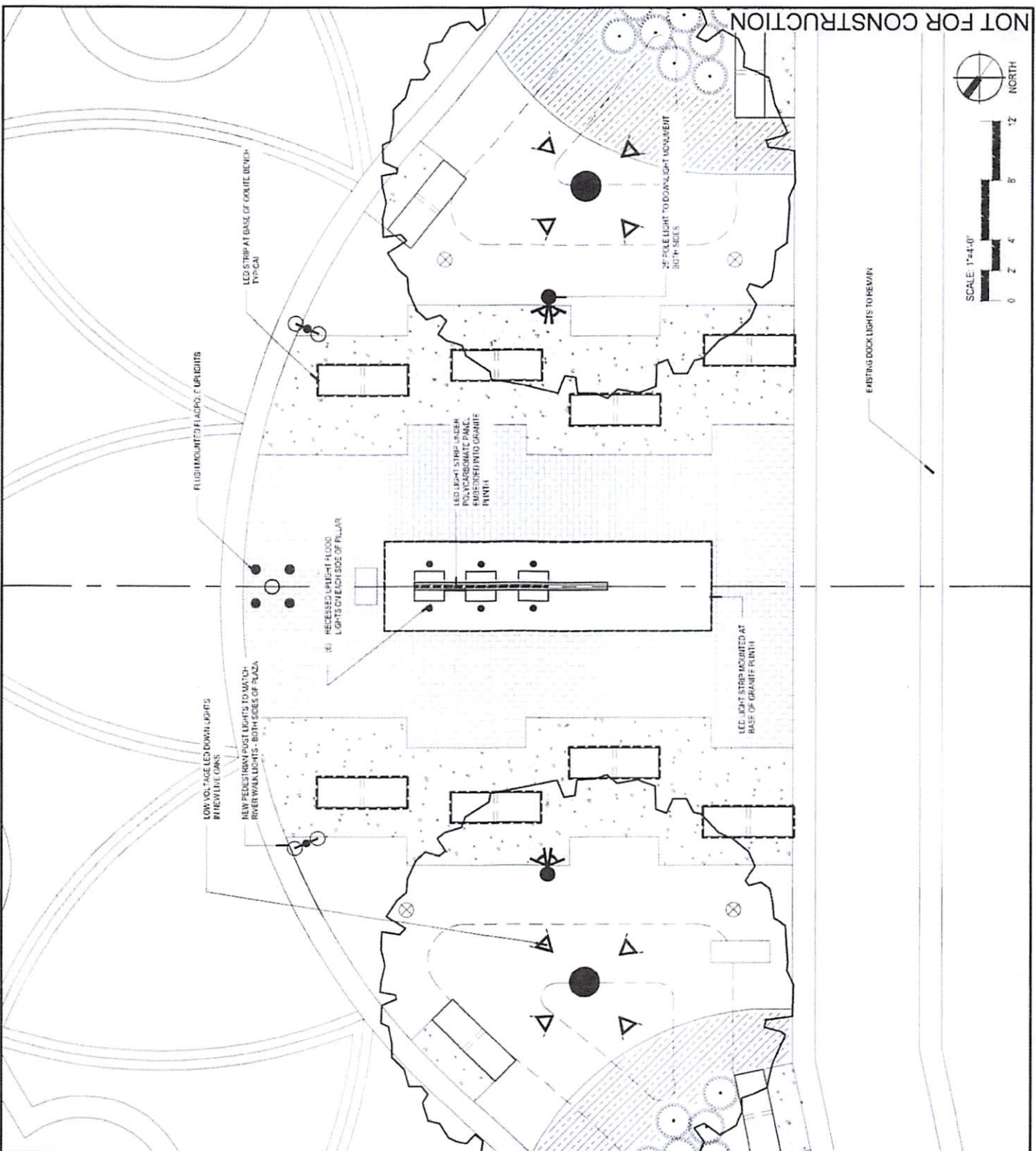


SCALE: 1"=10'-0"



9/11 MEMORIAL PLANT LIST						2.14.15
TREES	Quantity	Botanical Name	Common Name	Minimum Container	Remarks	
QV-R	2	Quercus virginiana	Southern Live Oak	Relocated	Donated Specimens	
SHRUBS	Quantity	Botanical Name	Common Name	Minimum Container	Size	
SER	35	Serenia repens 'Silver'	Silver Saw Palmetto	15 Gal	24" x 24"	
GROUND COVERS	Quantity	Botanical Name	Common Name	Minimum Container	Size	Spacing
SPA	226	Spartina bakeri	Sand Cord Grass	1 Gal	18" Ht	18" O.C.

NOT FOR CONSTRUCTION



NOT FOR CONSTRUCTION



Rev	Date	Description	By
1	2/11/2016	CP	
2		CP	
3		RM	
4			
5			

Date	2/11/2016
Designed By	CP
Drawn By	CP
Approved By	RM
Project No.	019999
Scale	

Seal

City of Fort Lauderdale / Riverwalk Trust 9 11 Memorial on Riverwalk
Preliminary Estimate of Construction Cost
EDSA - 8.15.2017

Description	Qty	Unit	Unit Cost	Total	Notes
1 General Demolition & Site Prep					
A Remove temporary bricks	1,500	SF	\$3.00	\$4,500.00	
B Remove Shrub Beds and Soil	1,600	SF	\$3.00	\$4,800.00	
C Remove Coconut Palms	5	EA	\$750.00	\$3,750.00	City
D Trace and Cap Irrigation in work area	1	LS	\$500.00	\$500.00	City
E Adjust utilities - marine power, fire, irrigation	1	LS			City
				Subtotal =	\$13,550.00
2 Hardscape					
A Exposed aggregate concrete plaza edges and bench pads	800	SF	\$15.00	\$12,000.00	
B Riverwalk Brick on sand & limerock central plaza	625	SF	\$18.00	\$11,250.00	
C CMU artifact base, 4'w x 4' h x 22' long on spread footing	88	SF	\$75.00	\$6,600.00	
D Artifact base granite cladding	200	SF	\$35.00	\$7,000.00	
E Artifact monolithic granite supports	6	EA	\$2,000.00	\$12,000.00	
F 3" thick acrylic spline 4' x 12'	48	SF	\$300.00	\$14,400.00	
G Monolithic keystone bench, 24"w x 18" h x 72" long	16	EA	\$1,000.00	\$16,000.00	
H Flagpole and footing, 30' h stainless steel w/locking halyard	1	EA	\$5,000.00	\$5,000.00	
				Subtotal =	\$102,050.00
3 Landscape					
A Specimen Live Oak 30' ht x 20' spr	2	EA	\$4,000.00	\$8,000.00	
B Shrub Planting including excavation, grading, soil and mulch	300	SF	\$12.00	\$3,600.00	
C Paspalum Sod	500	SF	\$2.00	\$1,000.00	
D Excavate and replace soil in landscape areas 18" deep / finish grade	110	CY	\$20.00	\$2,200.00	
E Irrigation, including mist heads on Oaks	1,600	SF	\$2.00	\$3,200.00	
				Subtotal =	\$18,000.00
4 Infrastructure					
A Landscape Lighting - low voltage uplights / downlights	1	LS	\$4,000.00	\$4,000.00	
B Feature Lighting- 18' post w/ 3 aimable spot / flood fixtures	2	EA	\$5,000.00	\$10,000.00	
C LED floor lights / lights under acrylic spline	12	EA	\$500.00	\$6,000.00	
					\$20,000.00
Site Work / Landscape Subtotal				\$153,600.00	

Subtotal	\$153,600.00
Contingency (15%)	\$23,040.00
Total	\$176,640.00



DOCUMENT ROUTING FORM

300 4/24/2020

Today's Date: 4/13/2020

DOCUMENT TITLE: CITY OF FORT LAUDERDALE NON-PROFIT GRANT PARTICIPATION AGREEMENT

COMM. MTG. DATE: 4/7/2020 CAM #: 20-0316 ITEM #: CM-2 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: K.Nembhard/5001 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☒ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO 3 # of originals attached:

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: _____

ALAIN BOILEAU
Paul Bangel
Attorney's Name

AB
Initials

2) City Clerk's Office: # of originals: 3 Routed to: MJ Matthews/CMO/x5364 Date: 4/14/2020

3) City Manager's Office: CMO LOG #: Apr 16 Document received from: AB

Assigned to: CHRIS LAGERBLOOM ☒ ROB HERNANDEZ ☐ TARLESHA SMITH ☐

CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A C. LAGERBLOOM TO SIGN

PER DCM: R. Hernandez (Initial/Date) PER ACM: T. Smith (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to ☒ Mayor ☐ CCO Date: 4/16/2020

4) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

5) City Clerk: Forward ___ originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards ___ originals to CCO Date: _____

7) City Clerk: Scan original and forwards 2 originals to: C.Bean/ Parks & Rec/ 5348 (Name/Dept/Ext)

Attach _ certified Reso # _____ ☐ YES ☒ NO

Original Route form to CAO