



PARKS AND RECREATION DIVISION • Administrative Offices
950 N.W. 38th St. • Oakland Park, FL 33309-5982 • 954-357-8100 • TTY 954-537-2844 • FAX 954-357-5991

Winner of the National Gold Medal Award for Excellence in Park and Recreation Management
Accredited by the Commission for Accreditation of Parks and Recreation Agencies (CAPRA)

July 16, 2012

Colin Donnelly, Assistant City Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Fl. 33004

Re: **Fiscal Year 2012/2013 Broward Boating Improvement Program,
Dania Beach Marina Rehabilitation and Expansion, Phase II Grant Project**

Dear Mr. ^{Colin}Donnelly:

Attached are three original Broward Boating Improvement Program (BBIP) Grant Agreements for the above referenced project. All three originals should be signed expeditiously by the Broward Sheriff's Office Attorney, the Broward County Sheriff and witnessed. After execution by the Sheriff, please return all three agreements as well as the **required insurance verifications referenced in "Article 7" of the agreement** to:

John R. Fiore, Associate Planner
Broward County Parks & Recreation Division
950 NW 38th Street
Oakland Park, Fl. 33309

In order for the Agreements to be executed shortly after the final County Commission Budget Hearing on September 25, 2012, the Agreements should be returned by **September 10, 2012**. Upon final execution, one original of the fully executed Agreement will be returned to you for your files. If you have any questions, please call me at 954-357-8133.

Sincerely,

John R. Fiore
Associate Planner

- c. **Chair, Members, Broward County Marine Advisory Committee**
Dan West, Director, Parks and Recreation Division
Carol Morgenstern, Manager, Planning & Development, Parks and Recreation Division

Attachment

A G R E E M E N T

Between

BROWARD COUNTY

and the

CITY OF DANIA BEACH

for

BROWARD BOATING IMPROVEMENT PROGRAM

GOVERNMENTAL ENTITY

FY 2012/2013



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A G R E E M E N T

Between

BROWARD COUNTY

and the

CITY OF DANIA BEACH

for

BROWARD BOATING IMPROVEMENT PROGRAM

Grant

This Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

The CITY OF DANIA BEACH, a municipal corporation existing within the state of Florida, hereinafter referred to as "CONTRACTOR."

WHEREAS, the Broward County Marine Advisory Committee recommends funding to assist the CONTRACTOR with approved expenses as defined in Section 328.72, Florida Statutes, and Section 328.76, Florida Statutes, as may be amended from time to time; and

WHEREAS, the Board of County Commissioners has determined that these expenditures serve a COUNTY and public purpose; NOW, THEREFORE,

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - Agreement shall mean this document and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference.

- 1.2 Board - The Broward County Board of County Commissioners.
- 1.3 Contract Administrator - The Broward County Administrator, the Director of the Broward County Parks & Recreation Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONTRACTOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services of this Agreement.
- 1.4 County Administrator - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 County Attorney - The chief legal counsel for COUNTY, who directs and supervises the Office of County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 Project - The Project consists of the services described in Article 2.

ARTICLE 2

SCOPE OF SERVICES

CONTRACTOR shall perform all services identified in this Agreement, its grant application, as amended, and Exhibit "A." The parties agree that the Scope of Services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end four (4) years after Agreement is fully executed.

- 3.2 All duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than four (4) years upon final execution of this Agreement. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY agrees to pay CONTRACTOR, in the manner specified in Section 4.3, the total amount not to exceed One Million, Three Hundred and Sixty-Seven Thousand Dollars (**\$1,367,000.00**) for work actually performed and completed pursuant to this Agreement. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CONTRACTOR for services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. CONTRACTOR agrees to provide matching funds in the amount of One Million, Three Hundred and Sixty-Seven Thousand Dollars (**\$1,367,000.00**), as specified in Exhibit A.
- 4.2 Contract Administrator is responsible for ensuring performance of the terms and conditions of this Agreement and shall approve all requests prior to payment.

4.3 METHOD OF BILLING AND PAYMENT

- 4.3.1 CONTRACTOR may submit an invoice for compensation after the project for which the invoices are submitted has been completed. The final invoice must be received no later than ninety (90) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred.
- 4.3.2 Documentation as required in Exhibit "A" must accompany any request for reimbursement. Invoices shall be certified by the CONTRACTOR's executive director or an authorized officer.
- 4.3.3 COUNTY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by

COUNTY. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

- 4.4 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Contract Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.
- 4.5 If it becomes necessary for the COUNTY to demand a refund of any or all funds tendered pursuant to this Agreement, the CONTRACTOR agrees to return said funds to the COUNTY within sixty (60) days after notification by the COUNTY. If not returned within sixty (60) days, the CONTRACTOR understands and agrees that any further CONTRACTOR requests for funding, as to this or any other program under the COUNTY's administration, shall be denied until the funds have been returned.
- 4.6 This Agreement strictly prohibits the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- 4.7 Payment shall be made to CONTRACTOR at:

Mark Bates, Finance Director
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Fl. 33004
(954) 924-6800

ARTICLE 5

CHANGES IN SCOPE OF SERVICES

- 5.1 Upon written request by the CONTRACTOR, the Contract Administrator may approve changes in the categories of expenditures listed in Exhibit "A."
- 5.2 The Contract Administrator, based on input from the Marine Advisory Committee, may approve changes to the Scope of Services, project description, and unit of services provided that the total grant awarded remains unchanged, the revisions are consistent with the grant application and the grant guidelines, and the revisions do not diminish the quantity or quality of service to be provided. **Any substantial changes in the Scope of Services shall be contained in a written statement executed by the County Administrator and the CONTRACTOR.**

ARTICLE 6

INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. SECOND PARTY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 7

INSURANCE

CONTRACTOR is a state agency as defined by Section 768.28, Florida Statutes, as may be amended from time to time, and CONTRACTOR shall furnish Contract Administrator with written verification of liability protection, in accordance with state law prior to final execution of said Agreement.

ARTICLE 8

TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 8.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator,

which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 8.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR agrees that CONTRACTOR shall not perform any additional work after notification of the COUNTY terminating this Agreement for convenience. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.
- 8.4 The COUNTY shall have the right to terminate this Project Agreement and demand refund of Program funds for noncompliance with the terms and conditions of the Program. Failure to comply with these terms and conditions shall result in the COUNTY declaring the CONTRACTOR ineligible for further participation in the Program until such time as the CONTRACTOR complies therewith.
- 8.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 10.1 of Article 10.

ARTICLE 9

FINANCIAL STATEMENTS

- 9.1 GRANTEE hereby agrees to maintain books and records in accordance with Generally Accepted Accounting Principles and properly reflect all expenditures of funds provided by COUNTY under this Agreement.
- 9.2 GRANTEE agrees and understands that all funding authorized under this Agreement shall be used only for eligible activities specifically outlined in this Agreement. GRANTEE agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement.
- 9.3 Within thirty (30) days of receipt by GRANTEE of Single Audit Report, GRANTEE shall provide to COUNTY on an annual basis the Single Audit Report prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the GRANTEE's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award.

9.4 Failure of GRANTEE to meet these financial reporting requirements shall result in suspension of payment under this Agreement or any subsequent grant agreement in effect, and disqualify GRANTEE from obtaining future grant awards until such financial statements are received and accepted by COUNTY.

9.5 GRANTEE is required to, and hereby agrees to, account for any program income related to Project financed in whole or part with Grant Program Funds.

9.6 CONTRACTOR acknowledges submission of financial statements to any other Broward County office, agency, or division does not constitute compliance with requirements to submit that material to Contract Administrator for this Agreement.

ARTICLE 10

MISCELLANEOUS

10.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY; and, if a copyright is claimed, CONTRACTOR grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 10.2.

10.3 EEO COMPLIANCE

CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take

affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONTRACTOR represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CONTRACTOR all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

10.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind COUNTY in any respect whatsoever.

10.5 PREVAILING WAGE REQUIREMENT

If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, CONTRACTOR as a result of this Agreement, Broward County Ordinance No. 83-72, as may be amended from time to time, shall be deemed to apply to such construction work; and further CONTRACTOR shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibits B and C.

10.6 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

10.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of

acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same, as set forth herein, until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Dan West, Director
Broward Parks & Recreation Division
950 N. W.38th Street
Oakland Park, Florida 33309
(954) 357-8107

FOR CONTRACTOR:

Colin Donnelly, Assistant City Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Fl. 33004
(954) 924-6800

10.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement except as authorized by Exhibit A.

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

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

10.9 CONFLICTS

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

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

10.10 AMENDMENTS

Except for the provisions set forth in Article 5, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONTRACTOR.

10.11 WAIVER OF BREACH AND MATERIALITY

COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

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

10.12 COMPLIANCE WITH LAWS

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

10.13 SEVERANCE

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

10.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

10.15 PRIORITY OF PROVISIONS

The applicable provisions of Sections 328.72, and 328.76, Florida Statutes, as may be amended from time to time, and Section 9 1/2-16 of the Broward County Code, as may be amended from time to time, are hereby expressly incorporated into this Agreement. In the event of a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Florida Statutes, and Broward County Code, shall prevail and be given effect.

10.16 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement

shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.17 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms, hereof, shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 10.10 above.

10.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

10.19 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Resolution on the seventeenth day of April, 2001, and the CITY OF DANIA BEACH, signing by and through its MAYOR, duly authorized to execute same.

COUNTY

Witness

By: _____
Bertha Henry
County Administrator

Witness

_____ day of _____, 2012.

Approved as to Insurance
Requirements

Approved as to form by
Office of County Attorney
Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: _____
Risk Management Division

By: _____
Daphne Jones Date
Assistant County Attorney

DEJ/bjl
5/13/11
DEJ2011 MAC BBIP Govt FY2010 2011
File: 11-115.04

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH
FOR BROWARD BOATING IMPROVEMENT PROGRAM GRANT

CONTRACTOR

WITNESSES:

CITY OF DANIA BEACH

(Signature)

(Print Name and Title)

_____ day of _____, 2012.

ATTEST:

City Clerk

Reviewed and approved as to form by

City Attorney

_____ day of _____, 2012.

EXHIBIT "A"

- I Project title: Dania Beach Municipal Marina Renovation Project, Phase II
- II. Scope of project: Construct a floating concrete dock marina consisting of 92 storage boat slips, 21 transient boat slips and 7 day dockage slips to replace the previously BBIP funded and constructed 7 day dockage slips, harbormaster building, lighting, dredging, water and electrical hookups for 120 slips, security gates and a fish cleaning station.
 - A. CONTRACTOR agrees to construct the project known as: Dania Beach Municipal Marina Renovation Project, Phase II, in accordance with final construction plans approved by the Broward County Marine Advisory Committee before construction begins, and plans and specification prepared by, or under the supervision and review of, a registered professional architect, engineer, or other appropriate professional. These elements are identified in the project application which is made a part of this Agreement by reference.
 - B. CONTRACTOR is responsible for obtaining all state, federal, and local permits, licenses, agreements, leases, easements, etc., required for the project.
 - C. CONTRACTOR agrees that the project, when completed, shall be dedicated for public recreational uses. The dedication shall extend for a minimum of twenty-five (25) years and shall be recorded in the public property records. CONTRACTOR further agrees to return to the COUNTY funds tendered for the project in the event the project becomes utilized for other than the purposes of the project during this period.
 - D. The CONTRACTOR shall erect a permanent sign identifying the program and the COUNTY as a funding source of project construction.
- III. Required documentation of services rendered:
 - A. Contract Administrator is responsible for ensuring performance of its terms and conditions and shall approve all payment requests prior to payment. The CONTRACTOR shall submit to the COUNTY signed quarterly project status reports on a calendar basis summarizing work accomplished, problems encountered, percentage of completion, and other appropriate information. Photographs shall be submitted when appropriate to reflect work accomplished.

- B. Upon project completion, the engineer, architect, or other appropriate professional shall sign a statement certifying satisfactory completion of the project in accordance with the prepared plans and specifications.
- C. Upon project completion, the CONTRACTOR shall also submit a site plan (as-built), list of construction facilities and improvements, and color photographs reflecting the work accomplished.

IV. Matching Funds

- A. Pursuant to Section 4.1 of this Agreement, CONTRACTOR agrees to provide matching funds in the amount of \$1,367,000.00.

EXHIBIT "B"

Prevailing Wage Rates: On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of Two Hundred Fifty Thousand Dollars (\$250,000.00) or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

1. Prevailing Wage Rate Ordinance. This Project is not federally funded. If the construction cost is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply:
 - a) The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).
 - b) All mechanics, laborers, and apprentices, employed or working directly upon the site of the work shall be paid in accordance with the above-referenced wage rates. CONTRACTOR shall post notice of these provisions at the site of the work in a prominent place where it can be easily seen by the workers.
 - c) If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Contract Administrator shall submit the question, together with its recommendation, to the County Administrator for final determination.
 - d) In the event it is found by the Contract Administrator that any laborer or mechanic or apprentice employed by CONTRACTOR, or any Subcontractor directly on the site of the work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the Contract Administrator may: (1) by written notice to CONTRACTOR terminate its right to proceed with the work or such part of work for which there has been a failure to pay said required wages; and (2) prosecute the work or portion thereof to completion by contract or otherwise. Whereupon, CONTRACTOR and its sureties shall be liable to COUNTY for any excess costs occasioned to COUNTY thereby.

- e) Sections 1.a) through 1.d) above shall apply to this Agreement to the extent that it is: (1) a prime Agreement subject to the ordinance; or (2) a subcontract also subject to the ordinance under such prime Agreement.
- f) CONTRACTOR shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
- g) CONTRACTOR shall submit, with each requisition for payment, a signed and sworn "Statement of Compliance" attesting to compliance with Broward County Ordinance No. 83-72. The Statement shall be in the form attached as Exhibit "C."
- h) The Contract Administrator may withhold or cause to be withheld from CONTRACTOR so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watchpersons, and guards employed by CONTRACTOR or any subcontractor on the work, the full amount of wages required by this Agreement.
- i) If CONTRACTOR or any subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the work all or part of the wages required by this Agreement, the Contract Administrator may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

EXHIBIT "C"

STATEMENT OF COMPLIANCE
(PREVAILING WAGE RATE ORDINANCE NO. 83-72)

No. _____

Contract No. _____ Project Title _____

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and the applicable conditions of this Agreement.

Dated _____

CONTRACTOR

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 2012.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires: _____