RESILIENT BROWARD GRANT AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF SUNRISE

This Resilient Broward Grant Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Sunrise, a municipal corporation existing under the laws of the state of Florida ("Grantee") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Resilient Broward Grant Program ("Program") supports culvert improvement projects within the secondary and/or tertiary drainage system that alleviate flooding, protect property, and best position impacted communities to capitalize on anticipated Central and Southern Florida Project upgrades to the primary drainage system.

B. Awards under the Program are competitively awarded for culvert improvements that meet the following criteria: (i) flood risk reductions consistent with the Broward County 2025 Resilience Plan recommendations; (ii) flood depth reductions of at least six (6) inches within basins where design storm flood elevations exceed finished floors of critical assets, residential, or commercial properties; and (iii) basin drainage enhancements that provide 100-year flood protection for existing structures at a ratio of at least one structure per $10,000 in project cost (e.g., project for $1,000,000 should benefit 100 structures) ("Culvert Improvements"). Grant amounts are determined based upon the grant recipient's cost share, which shall not exceed $500,000 for this Agreement.

C. Grantee applied for a grant under the Program, Grantee's application was selected through a competitive process, and the Parties desire to set forth the terms of the grant in this Agreement.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Capital Investment** means capital investment in the Project by Grantee that meets the requirements stated in Exhibit A.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the Deputy Director and Chief Resilience Officer of the Broward County Public Works and Environmental Services Department or such other person designated in writing by the Assistant Chief Resilience Officer of the Broward County Public Works and Environmental Services Department.

1.6. **Project** means the Culvert Improvements that are the subject of Grantee's application as more fully described in Exhibit A.

1.7. **Purchasing Director** means County's Director of Purchasing.

1.8. **Services** means all work required of Grantee under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Grantee Obligations attached as Exhibit A.

1.9. **Subcontractor** means any entity or individual, including any subconsultant, that provides Services to County through Grantee, regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A	**Grantee Obligations**
Exhibit B	**Reimbursement Schedule**
Exhibit C	**Minimum Insurance Coverages**
Exhibit D	**Progress Report & Project Administration and Management Task Deliverable Form**
Exhibit E	**Close-Out Report**

ARTICLE 3. TERM AND TERMINATION

3.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through one (1) year from the Effective Date ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Renewal Term(s), as those terms are defined in this article, are collectively referred to as the "Term."

3.2. Renewals. County may renew this Agreement for up to two (2) additional six (6) month terms (each a "Renewal Term") on the same rates, terms, and conditions stated in this Agreement by sending written notice to Grantee at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Renewal Term(s), and notice of same to Grantee by electronic mail alone shall be effective and sufficient.

3.3. Funding. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

3.4. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of

written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including but not limited to: (a) Grantee's failure to suitably or continuously perform the Grantee Obligations in a manner calculated to meet or accomplish the objectives in this Agreement; (b) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; (c) the voluntary or involuntary filing of an insolvency petition, assignment for the benefit of credits, or other determination of in ability to continue as a going concern; or (d) the sale or transfer, in whole or in part, of Grantee's ownership interest in the Project. Termination for cause by County may be by action of the Contract Administrator. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 3.5 effective thirty (30) days after such notice was provided.

3.5. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days' advance written notice to Grantee. Grantee acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Grantee of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Grantee shall be paid for any Grant Funding for which Grantee qualified through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Grantee for Services under this Agreement.

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

ARTICLE 4. GRANT OBLIGATIONS & GRANT FUNDING

4.1. Grantee Obligations. Grantee shall fully perform all services stated in Exhibit A (the "Grantee Obligations"). The Grantee Obligations are a description of Grantee's obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Grantee impractical, illogical, or unconscionable.

4.2. Grant Funding. Subject to performance of the Grantee Obligations, County will provide grant funding to Grantee in accordance with Exhibit B ("Grant Funding"). Grant Funding shall be provided only in accordance with and in the amounts set forth in Exhibit B (Reimbursement Schedule). In no event shall County provide funding to Grantee under this Agreement in a total aggregate amount in excess of Five Hundred Thousand Dollars ($500,000). If County determines that any Grant Funding for which Grantee was not eligible was paid by County to Grantee under

this Agreement, Grantee shall promptly repay the ineligible amounts to County within thirty (30) days after written demand by County.

4.3. Funding Requests and Payment. Unless otherwise stated in Exhibit B, Grantee shall submit the funding request in accordance with the schedule and accompanied by the required documentation as stated in Exhibit B. The funding request is due within fifteen (15) days after the payment request date referenced in Exhibit B. Grantee's delayed submission of a funding request by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to funding for the applicable period.

County shall provide the applicable Grant Funding amount to Grantee in accordance with Exhibit B within thirty (30) days after receipt of Grantee's proper funding request in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County's Accounting Division (via email at AccountsPayable@Broward.org) and to the Contract Administrator. Payments shall be sent to Grantee's address in accordance with Article 9, unless otherwise requested by Grantee in writing and approved by the Contract Administrator in writing. Grant Funding may be withheld by County for failure of Grantee to comply with a term, condition, or requirement of this Agreement. County may set off any amounts Grantee owes to County under this Agreement against any amounts County owes to Grantee under this Agreement.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

5.1. Representation of Authority. Grantee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Grantee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Grantee has with any third party or violates Applicable Law. Grantee further represents and warrants that execution of this Agreement is within Grantee's legal powers, and each individual executing this Agreement on behalf of Grantee is duly authorized by all necessary and appropriate action to do so on behalf of Grantee and does so with full legal authority.

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

5.3. Contingency Fee. Grantee represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than

a bona fide employee working solely for Grantee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.4. Truth-In-Negotiation Representation. Grantee's compensation under this Agreement is based upon its representations to County, and Grantee certifies that the wage rates, factual unit costs, and other information supplied to substantiate Grantee's compensation, including without limitation those made by Grantee during the negotiation of this Agreement, are accurate, complete, and current as of the date Grantee executes this Agreement. Grantee's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Grantee's compensation in this Agreement.

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

5.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Grantee represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Grantee represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Grantee represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

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

5.8. Verification of Employment Eligibility. Grantee represents that Grantee and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Grantee violates this section, County may immediately terminate this Agreement for cause and Grantee shall be liable for all costs incurred by County due to the termination.

5.9. Warranty of Performance. Grantee represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Grantee represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services, unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

5.10. Prohibited Telecommunications. Grantee represents and certifies that Grantee and all Subcontractors do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

5.11. Criminal History Screening Practices. Grantee represents and certifies that Grantee will comply with Section 26-125(d) of the Code throughout the Term.

5.12. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Grantee certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

5.13. Breach of Representations. Grantee acknowledges that County is materially relying on the representations, warranties, and certifications of Grantee stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Grantee; (c) set off from any amounts due Grantee the full amount of any damage incurred; and (d) debarment of Grantee.

ARTICLE 6. INDEMNIFICATION

Grantee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Grantee, or any intentional, reckless, or negligent act or omission of Grantee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Grantee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at

County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Grantee under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 7. INSURANCE

7.1. Throughout the Term, Grantee shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Grantee shall maintain insurance coverage against claims relating to any act or omission by Grantee, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

7.2. Grantee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

7.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Grantee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Grantee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

7.4. Grantee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Grantee has been completed, as determined by Contract Administrator. Grantee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

7.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

7.6. If Grantee maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Grantee.

7.7. Grantee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Grantee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Grantee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Grantee shall obtain same in endorsements to the required policies.

7.8. Unless prohibited by the applicable policy, Grantee waives any right to subrogation that any of Grantee's insurers may acquire against County, and shall obtain same in an endorsement of Grantee's insurance policies.

7.9. Grantee shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Grantee under this article. Grantee shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Grantee shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

7.10. If Grantee or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Grantee. If requested by County, Grantee shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

7.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Grantee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

Grantee and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Grantee shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 9. MISCELLANEOUS

9.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Grantee to manage and supervise the performance of this Agreement. Grantee acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Grantee Obligations except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Grantee Obligations that do not increase the total cost to County or waive any rights of County.

9.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Grantee specifically for County in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Grantee hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Grantee represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement. Grantee must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to Grantee may be withheld until all Documents and Work are provided as set forth herein. Grantee shall ensure that the requirements of this section are included in all of Grantee's agreements with Subcontractor(s).

9.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Grantee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Grantee shall:

9.3.1. Keep and maintain public records required by County to perform the Services;

9.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and

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

If Grantee receives a request for public records regarding this Agreement or the Services, Grantee must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Grantee must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Grantee contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Grantee asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Grantee must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Grantee must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Grantee as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Grantee, or the claimed exemption is waived. Any failure by Grantee to strictly comply with the requirements of this section shall constitute Grantee's waiver of County's obligation to treat the records as Restricted Material. Grantee must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6613, JKLADERMAN@BROWARD.ORG, 115 S. ANDREWS AVE., ROOM 329D, FORT LAUDERDALE, FLORIDA 33301.

9.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Grantee and all Subcontractors that are related to this Agreement. Grantee and all Subcontractors shall keep such books, records, and accounts as may be necessary

to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Grantee and all Subcontractors shall make same available to County in written form at no cost and allow County to make copies. Grantee shall provide County with reasonable access to Grantee's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Grantee and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Grantee expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Grantee hereby grants County the right to conduct such audit or review at Grantee's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Grantee shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment based upon such entry. Grantee shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Grantee shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Grantee.

Grantee shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

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

9.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant

to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

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

9.8. Third-Party Beneficiaries. Neither Grantee nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:
Jennifer Jurado, Ph.D., Deputy Director and Chief Resilience Officer
Broward County Public Works and Environmental Services Department
115 S. Andrews Ave., Room 329, Fort Lauderdale, FL 33301
jjurado@broward.org

FOR GRANTEE:
City of Sunrise
City Manager's Office
Attn: Mark S. Lubelski
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Email address: mlubelski@sunrisefl.gov

With a copy to:
City of Sunrise
City Attorney's Office
Attn: Thomas P. Moss
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Email address: tmoss@sunrisefl.gov

9.10. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any

right or interest in it may be assigned, transferred, subcontracted, or encumbered by Grantee without the prior written consent of County. Any change of control (as defined herein) shall be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

For purposes of this section, "change of control" means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Grantee, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Grantee or in the entity that controls Grantee's business; or (c) the sale, lease, or transfer of all or substantially all of Grantee's assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Grantee or its parent, or (ii) a transfer between existing owners of Grantee that does not result in a change in majority ownership; provided, however, that any such transfer shall not relieve Grantee of its obligations under this Agreement unless County expressly agrees otherwise in writing.

9.11. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Grantee is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Grantee must ensure that any use of generative artificial intelligence tools by Grantee or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Grantee must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

9.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.13. Compliance with Laws. Grantee and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web

Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

9.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

9.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Grantee.

9.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements,

and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.21. Payable Interest.

9.21.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Grantee for any reason, whether as prejudgment interest or for any other purpose, and Grantee waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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

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

9.23. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

9.24. Use of County Name or Logo. Grantee shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__; and Grantee, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Alexis Marrero Koratich (Date)
Assistant County Attorney

AIK/gmb
Form BD/ Resilient Broward Grant Agreement
10/17/2025
#1196797.1

RESILIENT BROWARD GRANT AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF SUNRISE

GRANTEE

The City of Sunrise

By: _____
Mayor
City of Sunrise

_____
Mayor Micheal J. Ryan

_____ day of _____, 20___

Exhibit A
Grantee Obligations

1. Project & Tasks

The Project at issue is the Basin 15 Drainage - Phase 1 - Culvert Replacements located at the following locations: NW 50th Street and NW 52nd Street existing culvert crossings in the City of Sunrise. The Project is generally described as follows:

The project will construct drainage improvements within City of Sunrise drainage basin 15 to maintain compliance with the revised license issued by Broward County. Improvements include replacement and upgrading of existing culverts at NW 50th Street and NW 52nd Street within the City of Sunrise. Additionally, the project includes sediment and turbidity control, pollution prevention, clearing and grubbing, onsite relocation of existing trees, maintenance of traffic, dewatering, installation of drainage culverts and manholes structures, cutting into and connecting to existing street drainage pipe and canal culvert pipes, demolition, restoration of pavement and curbs, pavement milling and resurfacing, restoration of pavement markings, sodding and other miscellaneous and incidental items for a complete project.

As part of the Project, Grantee shall complete the following Tasks:

Task 1: Project budgeting

As part of Task 1, Grantee will:

- *Develop a comprehensive project budget that includes all construction, maintenance of traffic, restoration, and closeout costs.*
- *Confirm funding allocations in accordance with Broward County surtax and City capital improvement requirements.*
- *Establish cost controls and financial tracking procedures to ensure expenditures remain within approved limits.*

Task 2: Design and permitting

As part of Task 2, Grantee will:

- Submit all design documents, permits, and technical specifications.

Task 3: Construction

As part of Task 3, Grantee will:

- *Procure and manage construction services to implement drainage improvements in Basin 15 including installation of drainage piping, manhole structures, and pipe connections to existing conveyance systems.*

- *Maintain daily field logs, inspector reporting, and compliance documentation to support funding reimbursement.*
- *Ensure pollution prevention and best management practices remain in effect throughout construction and until stabilization.*

Task 4: Project closeout and reporting

As part of Task 4, Grantee will:

- *Provide permit closeout documents.*
- *Complete final restoration verification including pavement markings, sod establishment, and tree relocation compliance.*
- *Submit final reimbursement package.*
- *Broward County to confirm satisfaction of all deliverables and regulatory requirements.*

2. Reimbursement:

County will provide reimbursement of up to $500,000 per project for Culvert Improvements that demonstrate:

- Flood risk reductions consistent with the Broward County 2025 Resilience Plan recommendations; and
- Flood depth reductions of at least six inches (6”) within basins where design storm flood elevations exceed finished floors of critical assets, residential, or commercial properties; and
- Basin drainage enhancements that provide 100-year flood protection for existing structures at a ratio of at least one structure per $10,000 in project cost (e.g., project for $1,000,000 should benefit 100 structures).

3. Reports.

Grantee shall submit status reports quarterly on the Progress Report & Project Administration and Management Task Deliverable Form (Exhibit D) to the Contract Administrator describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Grantee must provide County with executed copies of all contracts or subcontracts authorizing work to be done on the Project.

Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Contract

Administrator or their designee will review the required reports submitted by Grantee within thirty (30) days.

No later than thirty (30) days after completion of the Project, Grantee shall complete the Close-Out Report in the form attached as Exhibit E and shall provide all as-built drawings and records for inclusion in the ResilientBroward.com project tracker.

Exhibit B
Reimbursement Schedule

Grant Funding shall be provided on a reimbursement basis only. All proposed costs and expenditures must be clearly itemized, described, and submitted by Grantee for approval by County in advance of the Project. Only costs and expenditures submitted in writing by Grantee to County, and approved in writing by County, before such costs and expenditures were incurred shall be eligible for reimbursement, unless otherwise expressly approved in writing by the County Contract Administrator.

A. Maximum Funding.

Notwithstanding any calculation stated herein, the total amount of all Grant Funding for which Grantee shall be eligible under this Agreement, including this Exhibit B, shall not exceed Five Hundred Thousand Dollars ($500,000) ("Maximum Grant Amount"). Grantee agrees to expend all grant funds received under this Agreement solely for the Project and no later than the last day of the Initial Term. Grantee shall not be entitled to receive, and County shall have no obligation to reimburse, funds not expended within the Initial Term of this Agreement, and all such funds shall remain in the custody and control of County.

B. Matching Funds.

For each funding request, Grantee must have provided matching funds equal to at least fifty percent (50%) of the Grant Funding requested in the form of: [Check at least one]

☒ Applicant cash: cash from Grantee's present resources such as savings or cash reserves.

☐ Contributions: public, private, or corporate contributions to be used towards the Project.

☐ In-kind: contributions in the form of goods or services directly benefiting the Project.

C. Administrative Cost Cap.

Grantee shall ensure that administrative costs and expenditures for the Project do not exceed fifteen percent (15%) of the total of (i) the aggregate value of the Grantee's matching funds, and (ii) the total Grant Funds received by Grantee ("Administrative Cost Cap"). For the purposes of this Agreement, administrative costs for the Project ("Administrative Costs") include but are not limited to: (i) general Project administration and oversight; (ii) grant management and reporting; (iii) permit coordination; (iv) volunteer recruitment and coordination; and (iv) other nonconstruction or nonimplementation support services that do not directly result in physical improvements or on-the-ground outcomes relating to the Project. All proposed Administrative Costs must be clearly itemized, described, and submitted to County by Grantee in advance of the Project. County reserves the right to review and reclassify any costs itemized by Grantee. Costs such as general liability insurance, administrative support staff, office supplies, or similar indirect expenses must be classified as Administrative Costs are subject to the Administrative Cost Cap.

Administrative Costs that do not exceed the Administrative Cost Cap and that otherwise comply with this Exhibit D are eligible for reimbursement and shall be calculated as part of the total reimbursement amount, which shall not exceed $500,000 in the aggregate. Any Administrative Costs that exceed the Administrative Cost Cap shall not be eligible for reimbursement.

D. Funding Request and Requirements.

Grant Funding will be provided to Grantee on a reimbursement basis only. Funding requests must be certified by the Grantee's authorized officer. Grantee shall not seek reimbursement from County for any expenses for which Grantee receives funding or is reimbursed by any third-party, or for any expenses incurred to fulfill the requirements of any other grant program.

Each funding request must be accompanied by proper documentation (e.g., copies of invoices, receipts or other proof of expenditure, evidence that the completed project has been inspected and approved by the Contract Administrator, or other evidence of indebtedness). Funding requests shall not be honored if received by County after termination of this Agreement.

Upon Contract Administrator's receipt of Grantee's request for funding, approval of Grantee's Close-out Report, and approval of the final inspection by the Contract Administrator verifying that the Project has been completed in accordance with the Project Description, the Division shall authorize payment of Grant Funding to Grantee in the amount County determines to be payable.

Exhibit C
Minimum Insurance Requirements

Grantee is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

Upon request by County, Grantee must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Grantee holds any excess liability coverage, Grantee must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

If Grantee maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non- contributory basis. County's insurance requirements shall apply to Grantee's self-insurance.

In the event Grantee contracts with a Subcontractor to provide any of the Services set forth herein, Grantee shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. Grantee must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Grantee shall not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, Grantee shall furnish evidence of insurance of all such Subcontractors.

County reserves the right to review any and all insurance policies, and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

Coverage is not to cease and is to remain in full force and effect until all performance required of Grantee's contractor is completed.

Exhibit D

Progress Report & Project Administration and Management Task Deliverable Form

Complete and send to jjurado@broward.org no later than twenty (20) calendar days following the completion of the quarterly reporting periods, ending March 31, June 30, September 30, and December 31.

Agreement No.:	Agreement No.		
Project Title:			
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			

INSTRUCTIONS: Provide the following information for **all tasks identified in Exhibit A.** Use as many pages as necessary to cover all tasks.

Task 1

1. Task Title:
2. Progress for this reporting period:
3. Identify any delays or problems encountered:
4. Percentage of task completed:
5. Proposed work for the next reporting period:

Task 2

1. Task Title:
2. Progress for this reporting period:
3. Identify any delays or problems encountered:
4. Percentage of task completed:
5. Proposed work for the next reporting period:

Task 3

1. Task Title:
2. Progress for this reporting period:
3. Identify any delays or problems encountered:
4. Percentage of task completed:
5. Proposed work for the next reporting period:

General Project Information

1. Design and permitting status:
    a. Percentage of design complete:
    b. Percentage of permitting complete:
2. Estimated Dates of Construction: Note: if not yet scheduled, insert estimated date.
    a. Actual/Estimated construction start date:
    b. Actual/Estimated project completion date:
3. Overall construction completion percentage:
4. Overall project completion percentage:

Grant Funding Projections

For the upcoming reporting period, please estimate the total Grant expenditures projected to be spent on the Project. This value should encompass all allowable expenditure categories permissible in your Agreement.

$ _____

If the value above is zero, please explain why: _____

As a reminder, reimbursement may be sought as costs and expenditures are incurred for your Project. Please refer to Exhibit B for additional information regarding requests for reimbursement.

This report is submitted in accordance with the reporting requirements of the Agreement referenced above and accurately reflects the activities associated with the Project.

_____ _____

Signature of Grantee's Grant Manager (or successor) Date

Click or tap here to enter text.

This report is submitted in accordance with the reporting requirements of the above Agreement and accurately reflects the activities associated with the Project.

Submitted by: _____ Date: _____

Print Name: _____ Title: _____

Exhibit E

RESILIENT BROWARD GRANT PROGRAM

CLOSE-OUT REPORT

This close-out report must be submitted to the Public Works and Environmental Services Department no later than thirty (30) days after completion of the Project.

Organization:

Mailing address:

Telephone:

Grantee's Project Director Name: Title:

Not to Exceed Award Amount: $500,000

Date Project began: Date Project ended:

1. GOODS AND SERVICES INFORMATION: list description, dates, and cost for all goods and services provided and installed by the organization during this Project period:

Good or Service	Date	Cost

2. PERSONNEL:

	Administrative	Other	Total
Full-time			
Part-time			

3. NARRATIVE OF PROJECT ACTIVITIES: In general, describe how Resilient Broward Grant funds were used and their impact on the quality and scope of the organization's activities.

4. REQUIRED ATTACHMENTS

- Color photographs of the improved area after completion of the Project, which includes plantings and the surrounding areas, including required signage.
- Receipts for items purchased and details of time.
- Number of people involved if labor is used as a match for Resilient Broward Grant funding.

CERTIFICATION: The undersigned certifies that the information provided in this Project evaluation report is true and correct, and the Broward County funds were expended solely for the purpose of the Project.

_____	_____
Signature-Chief Executive Officer	Signature-Project Director
_____	_____
Typed name of CEO	Typed name of Project Director
_____	_____
Date	Date