



**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND TURTLE RUN COMMUNITY  
DEVELOPMENT DISTRICT FOR INSTALLATION AND MAINTENANCE OF SIGNPOSTS  
AT TALL CYPRESS NATURAL AREA**

This License Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Turtle Run Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Coral Springs, Broward County, Florida (the "District") (County and the District are collectively referred to as the "Parties" and individually as a "Party").

**RECITALS**

A. County is the owner of a parcel of land encompassing parcels L-1, L-3, and L-4 of the plat of "Turtle Run," as recorded in Plat Book 131, Page 12, of the Public Records of Broward County, Florida, lying in Section 13, Township 48 South, Range 41 East (the "Tall Cypress Natural Area"), as depicted in the Site Map, attached hereto and made a part hereof as Exhibit B.

B. District would like to replace the current signposts in Tall Cypress Natural Area with posts that match the other signposts in the District, and District proposes to fund, install, construct, and maintain in perpetuity, as provided for herein, new signposts (individually "Improvement" and collectively "Improvements") in approximately the same locations as the currently existing signposts, as more particularly depicted in Exhibit B. County is willing to grant the District a license to remove the aforementioned posts and install, construct, and maintain the Improvements in approximately the same locations, on the terms and conditions set forth in this Agreement and at the District's cost and expense.

C. The Parties have determined that it is in the best interests of each to work cooperatively to improve the Tall Cypress Natural Area in the manner described in this License 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. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of County's Parks and Recreation Division or such other person designated by the Director in writing.
- 1.3. **Services** means all work required by the District under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.

1.4. **Subcontractor** means an entity or individual providing services to County through the District for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

## **ARTICLE 2. EXHIBITS**

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Site Plan</b>
<b>Exhibit C</b>	<b>Minimum Insurance Requirements</b>
<b>Exhibit D</b>	<b>Prevailing Wage Statement of Compliance</b>

## **ARTICLE 3. SCOPE OF SERVICES**

The District shall perform all work identified in this Agreement including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of the District's obligations and responsibilities and is 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 the District impractical, illogical, or unconscionable.

## **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. **Term.** The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall continue in perpetuity.

4.2. **Time of the Essence.** Unless otherwise agreed by the Parties in writing, the District shall complete the Improvements no later than one (1) year after the Effective Date of this Agreement, including all necessary and required funding, permitting, design, procurement, construction, and installation. The District's failure to comply with this section shall constitute a breach of this License Agreement, and County may terminate this License Agreement at that time and seek any other remedies available at law or equity. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

4.3. **Maintenance Term.** The District shall maintain the Improvements in perpetuity following their completion at the District's sole expense, including periodic repair and replacements of signposts as needed, unless this Agreement is terminated by either Party in accordance with Article 9 of this Agreement. Upon termination of this Agreement, County shall assume responsibility for the maintenance of the Improvements and may replace, remove, or repair the Improvements at its sole discretion and with its sole choice of materials, as it sees fit.

## **ARTICLE 5. LICENSE GRANTED TO THE DISTRICT**

County grants the District access to the Tall Cypress Nature Area to remove the current signposts



Miami-Dade County  
Office of the Property Appraiser  
Mailing Address Change Form

Complete all 4 steps below ONLY to change your mailing address. Mailing address changes will not affect property address. **A photocopy of your valid Driver's License or State ID must be submitted with your change of mailing address request. If title is held in a corporation or other legal entity, include a copy of company letterhead.**

**Step 1**

Complete the following Information

Property Folio #

Property Address

Owner's Name/Corporate Name

Telephone Number

**Step 3**

**Sign, Date and Title**

To receive your August Notice of Proposed Taxes we must receive your mailing address change request by July 7.

To receive your November tax bill we must receive your mailing address change request by September 20.

**Signature** Current owner of record must sign

(Title) if in company name

Date

**Step 2**

Tell us your new mailing address:

Owner's Name/Corporate Name

Street Address

Apt or Unit #

City, State & Zip code

**Step 4**

**Attach photocopy of your valid Driver's License or State ID. If a corporate account, also attach company letterhead.**

**RETURN TO:**

Miami-Dade County  
Property Appraiser's Office  
111 NW First Street Suite 710  
Miami FL 33128-1984

**Note:**

- i. If the above-described property is no longer your primary residence and you have homestead exemption, you must notify the Office of the Property Appraiser to cancel your exemption (Ref. F.S. 196.011). The cancellation form is available on our website at [www.miamidade.gov/pa](http://www.miamidade.gov/pa).
- ii. Any future changes in your mailing address will require completion of a new mailing change form.

**FOR OFFICIAL USE ONLY:**

MAILING ADDRESS CHANGE / UPDATE STAFF 3-LETTER ID: _____ DATE: _____ LETTER REQUIRED (Y/N): _____	MAILING ADDRESS CHANGE VERIFIED / QC'D STAFF 3-LETTER ID: _____ DATE: _____ ERROR (Y/N) IF Y, DATE RETURNED: _____ DATE GIVEN BACK: _____
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and install and maintain the Improvements in accordance with Section 4.3 and Exhibit A for the term of this Agreement.

#### **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Representation of Authority. The District represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the District, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the District has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to the District. The District further represents and warrants that execution of this Agreement is within the District's legal powers, and each individual executing this Agreement on behalf of the District is duly authorized by all necessary and appropriate action to do so on behalf of the District and does so with full legal authority.

6.2. Contingency Fee. The District represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for the District, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.3. Public Entity Crime Act. The District 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 Act. The District 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 the District has been placed on the convicted vendor list.

6.4. Discriminatory Vendor and Scrutinized Companies Lists. The District represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. The District further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6.5. Warranty of Performance. The District represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. The District represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.6. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, the District certifies and represents that it will comply with the provisions of

Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

6.7. Breach of Representations. In entering into this Agreement, the District acknowledges that County is materially relying on the representations and warranties of the District stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to the District.

#### **ARTICLE 7. INDEMNIFICATION**

To the extent permitted by Florida laws the District shall indemnify, hold harmless, and defend County and all of County's past, present, and future officers, agents, servants, 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 intentional, reckless, or negligent act or omission of the District, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, the District shall, upon written notice from County, defend each Indemnified Party against each such Claim by 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.

#### **ARTICLE 8. INSURANCE**

8.1. For the duration of the Agreement, the District shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. The District shall maintain insurance coverage against claims relating to any act or omission by the District, 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.

8.2. The District 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.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, the District 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, the District shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. The District shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by the District has been completed, as determined by Contract Administrator. The District 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). The District shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

8.5. The District shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

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

8.7. The District 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. The District 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 the District 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. The District agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and the District agrees to obtain same in endorsements to the required policies.

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

8.9. The District 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 the District under this article. The District 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.

8.10. In the event the District 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 charge such costs to the District. The District shall not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, the District shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

8.11. 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, Contractor 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 9. TERMINATION**

9.1. 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 receipt of 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, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. The District's failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.2.2. If the District is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if the District is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if the District provides a false certification submitted pursuant to Section 287.135, Florida Statutes; or

9.2.3. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by the District in the award or performance of this Agreement or that

otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances.

9.3. 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.

9.4. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Although no CBE goal has been set for this Agreement, County encourages the District to give full consideration to the use of CBE firms to perform work under this Agreement.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with the District to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by the District in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by the District and its agents; in the event the Services are determined not to be a work for hire, the District hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by the District, whether finished or unfinished, shall become the property of County and shall be delivered by the District to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to the District may be withheld until all documents are received as provided in this Agreement.



The District shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.3. Public Records. To the extent the District is acting on behalf of County as stated in Section 119.0701, Florida Statutes, the District shall:

11.3.1. Keep and maintain public records required by County to perform the services under this Agreement;

11.3.2. 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 law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of the District or keep and maintain public records required by the District to perform the services. If the District transfers the records to County, the District shall destroy any duplicate public records that are exempt or confidential and exempt. If the District keeps and maintains the public records, the District shall meet all applicable requirements 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.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. The District will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that the District contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION - TRADE SECRET." In addition, the District must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by the District as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the District. The District shall 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 the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8107, DANWEST@BROWARD.ORG, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.**

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of the District and its Subcontractors that are related to this Agreement. The District and its Subcontractors shall keep such books, records, and accounts as may be necessary in order 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, and upon request to do so, the District or its Subcontractor shall make same available in written form at no cost to County.

The District and its 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. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). The District hereby grants County the right to conduct such audit or review at the District's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

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. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by the District in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by the District in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to the District.

The District shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.5. Independent Contractor. The District is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither the District nor its agents shall act as officers, employees, or agents of County. The District shall not have

the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. 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 in the capacity as owner of the Project. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances 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.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County and the District nor shall anything included herein be construed as consent by County and the District to be sued by third parties in any matter arising out of this Agreement. County and the District are a political subdivision as defined in Section 768.28, Florida Statutes, and shall each be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. County is responsible for the preservation, improvement, operation, and management of certain property in the Tall Cypress Nature Area owned by the City of Coral Springs ("City"). If District is performing Services on the portion of the Tall Cypress Nature Area owned by the City, County and District agree that the City is an intended third-party beneficiary to this Agreement and may avail itself of rights and remedies relating to District's obligations under this Agreement regarding Services performed by District on any property owned by the City. Except for matters involving the City, neither the District nor County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that other than City, there are no third-party beneficiaries to this Agreement and that no other third party shall be entitled to assert a right or claim based on this Agreement.

11.9. Notices. In order for a 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 e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Director of Parks and Recreation Division  
Broward County, FL  
950 NW 38<sup>th</sup> Street  
Oakland Park, Florida 33309  
Email address: danwest@broward.org

FOR THE DISTRICT:

Dennis Baldis, District Manager  
Turtle Run Community Development District  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
Email address: dbaldis@gmssf.com

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, pledged, or encumbered by the District including by change of control, consolidation, dissolution, or operation of law, without the prior written consent of County. Any purported assignment, transfer, subcontract, pledge, or encumbrance in violation of this section will be void. If the District violates this provision, County shall have the right to immediately terminate this Agreement in addition to any other remedies County may have at law or in equity.

11.11. Conflicts. Neither the District nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the District's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of the District's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or the District is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude the District or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event the District is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, the District shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as the District.

11.12. 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 of this Agreement. 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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.13. Compliance with Laws. The District and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.14. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

11.16. 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 the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" 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 of the subsections of such section, 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.

11.17. 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 of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. 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. **BY ENTERING INTO THIS AGREEMENT, THE DISTRICT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and the District.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.21. Payable Interest

11.21.1. Payment of Interest. County shall not be liable to pay any interest to the District for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof the District waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.21.2. 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).

11.22. 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.

11.23. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, the District as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. The District shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibit D.

11.24. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.25. Use of County Logo. The District shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

11.26. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, the District certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

11.27. Living Wage Requirement. If the District is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, the District agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and the District shall fully comply with the requirements of such ordinance. The District shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

(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, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:  3-19-2020  
Amanda M. Tolbert (Date)  
Assistant County Attorney

By:  3/19/2020  
Danielle W. French (Date)  
Deputy County Attorney

AMT/dp  
Tall Cypress Signpost Agreement  
10/7/19  
#60115

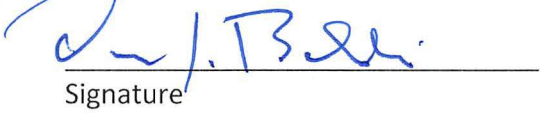


TURTLE RUN COMMUNITY DEVELOPMENT DISTRICT FOR INSTALLATION AND MAINTENANCE  
OF SIGNPOSTS AT TALL CYPRESS NATURAL AREA

WITNESSES:

  
\_\_\_\_\_  
Signature

Lance Nothman  
\_\_\_\_\_  
Print Name of Witness above

  
\_\_\_\_\_  
Signature

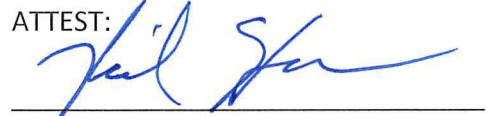
Dennis J. Baldis  
\_\_\_\_\_  
Print Name of Witness above

TURTLE RUN COMMUNITY DEVELOPMENT  
DISTRICT

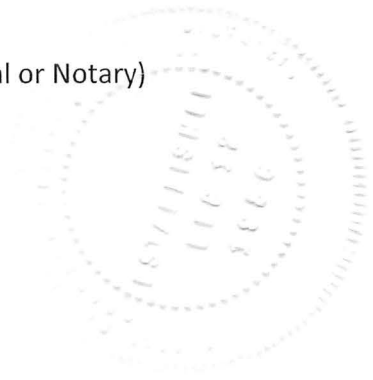
By:   
\_\_\_\_\_  
Authorized Signor

Chris Kapish Chairman  
\_\_\_\_\_  
Print Name and Title

13 day of September, 2020

ATTEST:   
\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(Corporate Seal or Notary)



**EXHIBIT A**  
**Scope of Services**

**1. The District shall provide the following services:**

1.1. Removal of Current Signposts. The District shall remove the existing signposts that County has permitted to be replaced, as marked on Exhibit B upon written receipt of a notice to proceed from County. The District's removal of any existing signposts shall be no sooner than forty-eight (48) hours prior to the installation of the corresponding replacement Improvement. However, if any stop sign is removed, a temporary stop sign shall be put in its place until the new stop sign is installed.

1.2. Installation of Improvements. The District shall install the Improvements in all locations where County's signposts are removed, at the Districts' sole cost and expense.

1.3. Use of Existing Signs. The signs currently attached to County's signposts shall be removed from the existing posts and placed on the Improvements. If the signs are damaged during removal or during their attachment to an Improvement, regardless of fault, the District shall provide a duplicate sign and attach the duplicate sign to the Improvement at the District's cost and expense.

1.4. Damage. All post holes must be dug by hand to minimize damage to surrounding trees and roots. In the event the landscaping within Tall Cypress Nature Area is damaged by the District or any of its Subcontractors, the District shall repair such damage as directed by the Contract Administrator within the time frame specified in the Contract Administrator's directives. The District shall report any damage to County in writing within one (1) day of its observance of the same so that corrective action can be promptly taken.

1.5. Donation. Ownership of the Improvements shall remain with the District until the District has completed the installation of the Improvements. Upon the completion of the installation of the Improvements, the District shall donate the Improvements to County and provide County with a bill of sale for the Improvements in a form acceptable to County.

1.6. Maintenance. The District shall be responsible for the ongoing maintenance of the Improvements including, but not limited to, graffiti removal or damage caused by a third party. The District shall maintain, replace, and repair the Improvements as is required necessary, and as directed by County. The District shall repair any damage to the Improvements within thirty (30) days of the District's discovery of damage or notification of the same by County. The District shall notify County of its intent to conduct said repairs at least forty-eight (48) hours in advance.

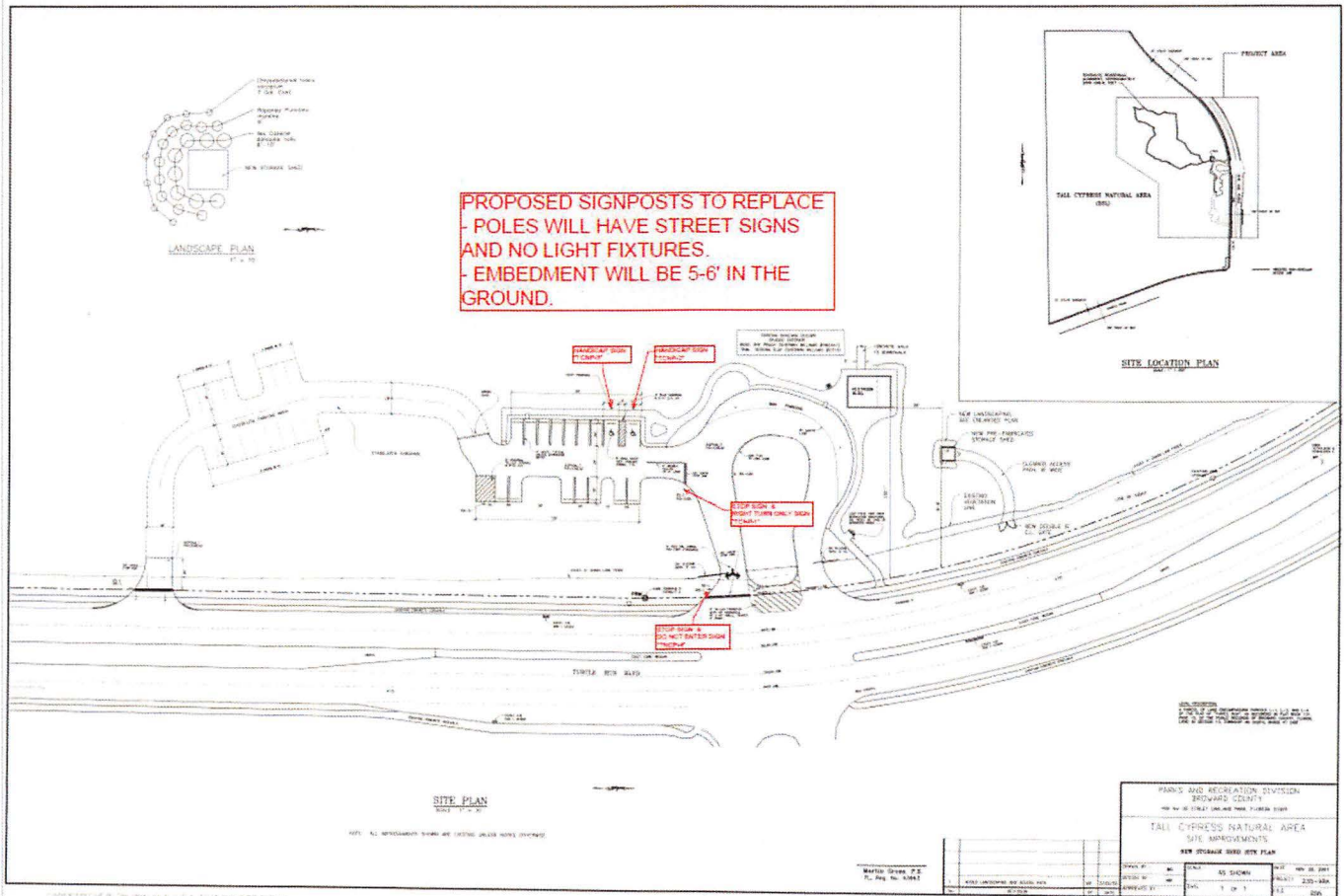
1.7. Alterations. Except as designated in this Agreement, the District shall not make any alterations, additions, or modifications to the Improvements without the prior written consent of County.

1.8. Trash Removal. The District shall remove all trash, debris, and waste resulting from the District's installation of Improvements no later than three (3) days after the last Improvement is installed.

1.9. Prior to the commencement of any activities under this License Agreement, the District shall obtain all necessary permits, licenses, and approvals.

[End of Exhibit A.]

EXHIBIT B  
Site Map



235-016













[End of Exhibit B.]

**EXHIBIT C**  
**Minimum Insurance Requirements**

Project: Installation and Maintenance of Signposts at Tall Cypress Natural Area  
Agency: Parks and Recreation Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried.  <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<b>Description of Operation:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301


 cpounale@broward.org  
 cb-counale@broward.org  
 2019.12.11 15:08:48 -05'07'  
**Risk Management Division**

**EXHIBIT D**  
**Prevailing Wage Statement of Compliance**  
(Prevailing Wage Rate Ordinance No. 83-72)

No. \_\_\_\_\_

Agreement 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 Section 26-5, Broward County Code of Ordinances, and the applicable conditions of this Agreement.

Dated \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

STATE OF )

)

COUNTY OF )

Sworn to (or affirmed) and subscribed before this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(NOTARY SEAL)

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