

**GRANT AGREEMENT BETWEEN BROWARD COUNTY AND THE MARINE RESEARCH HUB OF
SOUTH FLORIDA, INC. FOR COORDINATION AND PROMOTION OF SOUTH FLORIDA’S
OCEANOGRAPHIC RESEARCH INSTITUTIONS AND OCEANIC SUSTAINABILITY**

This Grant Agreement (“Grant Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and the Marine Research Hub of South Florida, Inc., a Not For Profit Florida corporation (“Grantee”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. South Florida has the potential to be recognized as a global leader in “Blue Tech” due to its location and the presence of several leading oceanographic research institutions and universities. To that end, Grantee is seeking fifty thousand dollars (\$50,000) from each of Broward, Miami-Dade, and Palm Beach Counties to promote sustainable investment and growth of the knowledge-based ocean and water industries and to share information, collaborate on research and development initiatives, and jointly pursue business development opportunities.

B. Grantee was created to raise the visibility, reputation, and prestige of South Florida’s oceanographic research institutions and facilitate university research and the transfer of technology into marketable goods and services. The objective of Grantee is to foster collaboration among research, education, business, and economic development organizations to establish the region as a global leader in oceanographic research with a positive impact on the health of the oceans.

C. An important challenge of the "Blue Economy" is to understand and better manage the many aspects of oceanic sustainability, ranging from sustainable fisheries to ecosystem health to preventing pollution. The Blue Economy offers the opportunity to effectuate the sustainable management of ocean resources with collaboration across borders and sectors through a variety of partnerships and on a scale that has not been previously achieved.

D. Through public funding and exposure, Grantee and County seek to increase the presence, appeal, and economic development of “Blue Tech” companies in the area, which will not only lead to a more vibrant Blue Economy but will also position County and South Florida as leading areas for oceanographic information and technology.

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 Deputy Director of the Environmental Protection and Growth Management Department or such other person designated by the Deputy Director of the Environmental Protection and Growth Management Department in writing.

1.3. **Services** means all work required by Grantee under this Grant Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Grantee shall perform all Services required under this Grant Agreement including, without limitation, the work specified in Exhibit A (the “Scope of Services”). The Scope of Services is a description of Grantee’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 Grantee impractical, illogical, or unconscionable.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Grant Agreement shall begin on the date the last of the three (3) grant agreements between Grantee and each of Broward, Miami-Dade, and Palm Beach Counties is fully executed (“Effective Date”) and shall end fourteen (14) months after the Effective Date (“Initial Term”). Grantee shall promptly provide County with a copy of the fully executed grant agreements with Miami-Dade County and with Palm Beach County upon full execution.

4.2. Extensions. County may renew this Grant Agreement for one (1) additional one (1) year term (“Extension Term”) by sending written notice of renewal to Grantee at least thirty (30) days prior to the expiration of the Initial term. The Contract Administrator is authorized to exercise this renewal option, subject to the terms of Section 4.3.

4.3. Extension Rates and Terms. An Extension Term may be approved by County only if the Contract Administrator determines it is necessary for Grantee to complete the expenditure of County grant funds. For any Extension Term, Grantee shall continue to provide the Scope of Services for such extended period but Grantee shall not be paid further compensation, and the grant funds previously provided by County shall be deemed to cover the provision of the Scope of Services for both the Initial Term and the Extension Term.

4.4. Fiscal Year. The continuation of this Grant Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.5. Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Grantee required by this Grant Agreement shall be completed no later than one (1) year after the Effective Date or, if an Extension Term is approved by County, no later than two (2) years after the Effective Date. Time is of the essence in performing the duties, obligations, and responsibilities required by this Grant Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all Services provided under this Grant Agreement, County will pay Grantee up to a maximum, not-to-exceed amount as follows:

Services	Not-To-Exceed Amount
Scope of Services	\$50,000
TOTAL NOT TO EXCEED	\$50,000

Payment shall be made only for Services actually performed and completed pursuant to this Grant Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Grantee as full compensation for all such Services. Grantee acknowledges that the amounts set forth in this Grant Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Grantee for work under this Grant Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Grantee's obligation to perform all Services. Unless and except to the extent expressly required in this Grant Agreement, Grantee shall not be reimbursed for any expenses it incurs.

5.2. Payment. County shall pay Grantee in accordance with the Payment Schedule set forth in Exhibit B. County may seek reimbursement of, and Grantee shall reimburse upon demand by County, either or both payments for failure of Grantee to comply with a term, condition, or requirement of this Grant Agreement. Payments shall be made to Grantee at the address designated in the Notices section.

5.3. Reimbursable Expenses. No grant funds provided under this Grant Agreement may be used for any travel costs or travel-related expenses, and no additional funds will be provided to cover reimbursable expenses.

5.4. Public Purpose and Conflicts of Interest. Grant funds provided under this Grant Agreement must be used in furtherance of a public purpose and in direct support of the Expense Budget in Exhibit B. No grant funds provided under this Grant Agreement may be expended in a manner that provides, directly or indirectly, services or monies to any person who is a member of the Board of Directors of Grantee or the immediate family of an such member, or to any entity, or employees of any entity, that is the employer or otherwise affiliated with any such member or the immediate family of any such member.

5.5. Withholding by and Reimbursement of County. Notwithstanding any provision of this Grant Agreement to the contrary, County may withhold or seek reimbursement of, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or

defective work or services that have not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Grant Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Grantee represents and warrants that this Grant Agreement constitutes the legal, valid, binding, and enforceable obligation of Grantee, and that neither the execution nor performance of this Grant Agreement constitutes a breach of any agreement that Grantee has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Grantee. Grantee further represents and warrants that execution of this Grant Agreement is within Grantee's legal powers, and each individual executing this Grant 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.

6.2. Solicitation Representations. Grantee represents and warrants that all statements and representations made in Grantee's communications and supporting documents submitted to County in connection with the solicitation of this Grant Agreement were true and correct when made and are true and correct as of the date Grantee executes this Grant Agreement, unless otherwise expressly disclosed in writing by Grantee.

6.3. Contingency Fee. Grantee represents 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 Grant Agreement.

6.4. Truth-In-Negotiation Representation. Grantee's compensation under this Grant 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 Grant Agreement, are accurate, complete, and current as of the date Grantee executes this Grant Agreement. Grantee's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

6.5. 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 Grant Agreement will not violate that Act. 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.

6.6. Discriminatory Vendor and Scrutinized Companies Lists. Grantee represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida

Statutes, and that it is not a “scrutinized company” pursuant to Section 215.473, Florida Statutes. Grantee represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6.7. 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 Grant Agreement, (b) materially and adversely affect the authority or ability of Grantee to perform its obligations under this Grant 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.

6.8. 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 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 such Services. Grantee represents and warrants that the Services 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.

6.9. Breach of Representations. In entering into this Grant Agreement, Grantee acknowledges that County is materially relying on the representations, warranties, and certifications of Grantee 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, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Grant Agreement without any further liability to Grantee, to deduct from any amounts due Grantee under this Grant Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Grantee under this Grant Agreement. Furthermore, a false representation may result in debarment from County’s procurement activities.

ARTICLE 7. INDEMNIFICATION

Grantee shall indemnify, hold harmless, and defend County and all of County’s current, past, 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 Grant Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Grantee, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Grant Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Grantee 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 Grant Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Grantee under this Grant 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 8. TERMINATION

8.1. This Grant 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 Grant 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 Grant 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 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 was provided and Grantee shall be eligible for the compensation provided in Section 8.4 as its sole remedy.

8.2. This Grant Agreement may be terminated for cause by County for reasons including, but not limited to Grantee's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Grant Agreement or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

8.3. Notice of termination shall be provided in accordance with the "Notices" section of this Grant 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.

8.4. If this Grant Agreement is terminated for convenience by County, Grantee may retain funds paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to withhold any sums otherwise due and payable or be reimbursed for any Services not properly performed or completed as of the termination date. Grantee acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Grant Agreement for convenience in the form of County's obligation to provide advance notice to Grantee of such termination in accordance with Section 8.1.

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

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY

No Party 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 Grant Agreement.

ARTICLE 10. MISCELLANEOUS

10.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Grantee to manage and supervise the performance of this Grant Agreement. Unless expressly stated otherwise in this Grant 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 in connection with the day-to-day management of this Grant 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.

10.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Grantee in connection with performing Services shall be owned by Grantee, and Grantee hereby grants to County a nonexclusive license in or to the work funded by this Grant Agreement. Upon termination of this Grant Agreement, any reports, photographs, surveys, and other data and documents prepared by Grantee, whether finished or unfinished, shall remain the property of Grantee. Copies shall be delivered by Grantee to the Contract Administrator within seven (7) days of a request by the Contract Administrator or after termination of this Grant Agreement, if requested by the Contract Administrator. Any compensation due to Grantee may be withheld or County may seek reimbursement of funds paid until all documents are received as provided in this Grant Agreement.

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

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

10.3.2. 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;

10.3.3. 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 Grant Agreement and following completion or termination of this Grant Agreement if the records are not transferred to County; and

10.3.4. Upon completion or termination of this Grant 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 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 Grant Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Grantee will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Grantee 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, Grantee 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. If a third party submits a request to County for records designated by Grantee 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 Grantee. Grantee 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS GRANT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CAROL WILSCHKE, AT (954) 519-1446, cwilschke@broward.org, 115 S. ANDREWS AVE., SUITE 329H, FORT LAUDERDALE, FLORIDA 33301.

10.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Grantee that are related to this Grant Agreement. Grantee shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Grant Agreement and performance under this Grant 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, Grantee shall make same available in written form at no cost to County.

Grantee 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 Grant Agreement for at least three (3) years after expiration or termination of this Grant 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). 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.

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 Grantee 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 Grantee 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 Grantee.

10.5. Independent Grantee. Grantee is an independent contractor of County, and nothing in this Grant 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 Grant Agreement.

10.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Grant Agreement is as a Party to this Grant Agreement and not in its regulatory capacity. If 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 Grant Agreement and shall not be attributable in any manner to County as a party to this Grant Agreement.

10.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Grant 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 Grant Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

10.8. Notices. In order for a notice to a Party to be effective under this Grant 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). 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:

Broward County Environmental Protection and Growth Management Department
Attn: Dr. Jennifer Jurado, Deputy Director
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR GRANTEE:

Patience Cohn
Marine Industries Association of South Florida
221 SW 3rd Avenue
Fort Lauderdale, Florida 33312
Email address: patience@miasf.org

10.9. Conflicts. Neither Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Grantee's loyal and conscientious exercise of judgment and care related to its performance under this Grant Agreement. During the term of this Grant Agreement, none of Grantee's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Grantee 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 Grantee 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. If Grantee is permitted pursuant to this Grant Agreement to utilize Subcontractors to perform any Services required by this Grant Agreement, Grantee shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Grantee.

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

10.11. Compliance with Laws. Grantee 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.

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

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

10.14. Interpretation. The titles and headings contained in this Grant Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Grant Agreement. All personal pronouns used in this Grant 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 Grant 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 Grant 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.

10.15. 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 Grant Agreement and any provision of Articles 1 through 10 of this Grant Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect.

10.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Grant 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 Grant 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 Grant 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 GRANT AGREEMENT, GRANTEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS GRANT AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS GRANT 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.**

10.17. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Grant Agreement shall be effective unless contained in a written document

prepared with the same or similar formality as this Grant Agreement and executed by duly authorized representatives of County and Grantee.

10.18. Prior Agreements. This Grant 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 Grant Agreement that is not contained in this written document.

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

10.20. Counterparts and Multiple Originals. This Grant 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.

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

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Grant 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 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: _____
_____ 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: _____
Michael C. Owens (Date)
Senior Assistant County Attorney

By: _____
Maite Azcoitia (Date)
Deputy County Attorney

MCO/DK/gmb
Marine Research Hub Grant Agreement.doc
02/02/2021
#60057

GRANT AGREEMENT BETWEEN BROWARD COUNTY AND THE MARINE RESEARCH HUB OF SOUTH FLORIDA, INC. FOR COORDINATION AND PROMOTION OF SOUTH FLORIDA'S OCEANOGRAPHIC RESEARCH INSTITUTIONS AND OCEANIC SUSTAINABILITY

GRANTEE

WITNESSES:

MARINE RESEARCH HUB OF SOUTH FLORIDA, INC.

Patience Cohn
Signature

By: Bob Swindell, President
Bob Swindell, President

Patience Cohn
Print Name of Witness above

12th day of FEBRUARY, 2021

[Signature]
Signature

ATTEST:

Lori Wheeler
Print Name of Witness above

[Signature]
Corporate Secretary or other person authorized to attest

(CORPORATE SEAL)

EXHIBIT A

Scope of Services

BACKGROUND

The Marine Research Hub Consortium was established through the execution of a Memorandum of Understanding in May 2017 between the presidents of eight founding organizations comprised of the Marine Industries Association of South Florida, the Greater Fort Lauderdale Alliance, the Miami-Dade Beacon Council, the Business Development Board of Palm Beach County, Florida Atlantic University, Florida International University, Nova Southeastern University, and the University of Miami.

The Marine Research Hub of South Florida, Inc. ("MRH") is a Not For Profit Florida corporation that was incorporated in December 2017. Its Board of Directors is comprised of community leaders representing the tri-county region, including:

- President – Bob Swindell/Greater Fort Lauderdale Alliance president and CEO
- VP – Phil Purcell/Marine Industries Association of South Florida CEO and president
- Secretary/Treasurer – Howard Greenberg/HGreenberg Advisors, LLC
- Members
 - Steve Halmos/Halmos Holdings
 - Steve Hudson/Hudson Capital
 - Efrem “Skip” Zimbalist III/AI Media
 - Juliet Roulhac/FPL Director Corporate External Affairs
 - Patrick Lahey/Triton Submarines president and co-founder

The MRH was created to raise the visibility, reputation, and prestige of South Florida’s oceanographic research institutions and facilitate university research and the transfer of technology into marketable goods and services. The objective of the MRH is to foster collaboration among research, education, business, and economic development organizations to establish the region as a global leader in oceanographic research that is making or may make a positive impact on the health of the oceans and bring substantial benefits to the global population.

OBJECTIVES OF THE GRANT AGREEMENT

The goal of the MRH through this Grant Agreement and other grant agreements is to craft a brand and a message for promoting the excellence in research talent and the exceptional concentration of academic assets and marine research in the South Florida region.

Promoting marine research and industry assets will help our region continue to grow as a marine research hub resulting in greater interest by the investment and philanthropic communities, students, and business interests. Branding the unique concentration of research expertise in South Florida will also raise the awareness of research partnership opportunities and ultimately attract additional philanthropic interest through new donors and foundation grants towards

applied research that supports our research institutions. This will be accomplished through:

- Increasing South Florida’s reputation for top talent and intellectual capacity by leveraging existing oceanographic research assets residing in universities, colleges, and research parks;
- Building a global brand for the work being done at institutions of higher learning with diverse oceanographic research;
- Creating an inventory of current research and potential research that includes financial resource needs; and
- Informing investment, philanthropic, and business interests of specific research opportunities for commercialization, monetization, tech transfer, and spin-off companies.

Outcomes and measures for success of this effort will include facilitating increased philanthropic and business investment in marine research programs, increased collaboration between universities, and increased commercialization of research that will contribute to the health of our oceans and improve the human condition.

The Blue Economy triple helix of industry, academia, government intersects at the point of job creation, thus, the goals of the Marine Research Hub include:

- Facilitating collaborative research between university partners
- Attracting capital investment from public and private sectors for the commercialization, monetization, technology transfer, and spin-off opportunities research offers
- Building a local talent pool to support the growth of the marine research industry
- Becoming a magnet for student attraction and retention
- Being recognized globally as the premier geographic location for marine research
- Attracting leading worldwide organizations to convene in South Florida (i.e. Ocean Exchange)

DELIVERABLES

Pursuant to this Grant Agreement, Grantee shall complete the following deliverables:

- Hire a full-time Executive Director;
- Leverage public funding to seek sustainable funding from additional public, private, foundation, and investment opportunities;
- Catalyze recognition as a Blue Tech Cluster through an inventory of South Florida’s Blue Economy participants;
- Establish a website that includes a highly secure online database of shared research;
- Mount a marketing campaign to build a regional talent brand;
- Represent South Florida’s Marine Research Hub within the sphere of the Blue Economy; and
- Provide the Reports described below.

REPORTS

Grantee will submit two (2) semi-annual reports to the Contract Administrator. The First Semi-Annual Report is due seven (7) months after the Effective Date; the Second Semi-Annual Report is due six (6) months after the due date for the First Semi-Annual Report. If an Extension Term is approved, Grantee shall submit a Final Report at least thirty (30) days before the end of the Extension Term. Each Semi-Annual Report and the Final Report, if any, shall include an accounting of expenditures to date of all public funding from County or any other county in South Florida in relation to its Expense Budget in Exhibit B, and a report of the following:

- Sustainable funding sources identified;
- Blue Economy investments in the tri-county region related to Grantee's expenditure of grant funds;
- The status of collaborative research projects related to Grantee's expenditure of grant funds;
- Any increase in private investment through Grantee's promotional efforts in marine-related start-ups, commercialized products, and/or technology transfer;
- An accounting of tri-county area Blue Economy jobs and employment;
- University data on student enrollment and retention related to the Blue Economy within the tri-county area;
- The economic value of earned media;
- The number and value of conferences convened or participated in; and
- Metrics for website traffic and social media response/participation.

The Second Semi-Annual Report shall include and update these items to reflect the completion of expenditures of the grant funds provided pursuant to this Grant Agreement over the full term of the Grant Agreement, unless an Extension Term is approved. If any Extension Term is approved, Grantee shall submit a Final Report at least thirty (30) days before the end of the Extension Term updating the First and Second Semi-Annual Reports to include an update these items to reflect the completion of expenditures of grant funds provided pursuant to this Grant Agreement. If there are any unexpended grant funds at the termination or expiration of this Grant Agreement, such grant funds shall be reimbursed to County within one (1) month after termination or expiration of the Grant Agreement.

EXHIBIT B
Payment Schedule

The grant funding specified below shall be in effect for the entire term of the Grant Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Grant Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Deliverables and Payments

Deliverable	Payment Amount	Payment Due Date
Initial Payment	\$25,000	30 days after Effective Date
Deliverable 1: First Semi-Annual Report documenting expenditures of Initial Payment	\$25,000	30 days after receipt of First Semi-Annual Report
Deliverable 2: Second Semi-Annual Report documenting expenditures of Initial Payment and Second Payment	N/A	N/A
Contingent Deliverable 3: Final Report	N/A	N/A
Total Amount	\$50,000	

The second payment and Grantee’s retention of the initial payment are dependent upon receipt of Deliverables showing satisfactory completion of expenditures within the Expense Budget below and written approval by the Contract Administrator.

EXPENSE BUDGET

1/1/2021

Marine Research Hub

Expense	Category	Budget	Actual	Difference (\$)	Difference (%)	
Marketing	Operating	\$ 20,000.00		\$ 20,000.00	100%	Ocean Week, Ocean Vision, Tech Runway, print material
Ocean Exchange	Operating	\$ 80,000.00		\$ 80,000.00	100%	privately raised funds
Events	Operating	\$ 4,000.00		\$ 4,000.00	100%	FLIBS, outreach
Rent or mortgage	Operating	\$ 6,000.00		\$ 6,000.00	100%	office space - could be in kind donation
Dues/subscriptions	Operating	\$ 450.00		\$ 450.00	100%	adobe, zoom, mailchimp
Taxes/licensing	Operating	\$ 250.00		\$ 250.00	100%	Sunbiz, consumer services
Equipment	Operating	\$ 2,500.00		\$ 2,500.00	100%	Computer, printer
Insurance	Operating	\$ 2,000.00		\$ 2,000.00	100%	D&O
Computer programs	Operating	\$ 600.00		\$ 600.00	100%	Office 365, emails, web hosting
Digital media asset development	Operating	\$ 5,000.00		\$ 5,000.00	100%	social media
Telephone	Operating	\$ 1,200.00		\$ 1,200.00	100%	cell phone
Web Development	Operating	\$ 15,000.00		\$ 15,000.00	100%	could be in kind donation
supplies	Operating	\$ 6,000.00		\$ 6,000.00	100%	miscellaneous items, postage, transportation
Executive Director	Personnel	\$ 75,000.00		\$ 75,000.00	100%	\$65,000-\$75,000 based on performance
contract labor	Personnel	\$ 15,000.00		\$ 15,000.00	100%	accounting, graphic and basic video services, temporary help
Total Expenses		\$ 233,000.00	\$ -	\$ 233,000.00	100.00%	