



AGREEMENT BETWEEN BROWARD COUNTY AND GLOBAL RESILIENT CITIES NETWORK, INC. FOR MEMBERSHIP IN THE RESILIENT CITIES NETWORK

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and Global Resilient Cities Network, Inc., a New York not-for-profit corporation ("R-Cities") (each a "Party" and collectively referred to as the "Parties")

RECITALS

A. R-Cities is a global membership-based organization aimed at reducing vulnerability and improving the well-being of urban dwellers around the world.

B. R-Cities brings together global knowledge, practice, partnerships, and funding to empower its members to strengthen their urban resilience.

C. Urban resilience is the capacity of a local government's systems, businesses, institutions, communities, and individuals to survive, adapt, and thrive, no matter what chronic stresses (e.g., recurrent flooding, inequitable public transportation systems) and acute shocks (e.g., hurricanes, droughts) they experience.

D. R-Cities recognizes County's resiliency efforts and its potential to enhance the proficiencies of R-Cities' membership, as well as the County's ability to further its resilience capabilities through direct engagement with the broader resilient communities. As such, the Parties seek to establish a comprehensive two-year engagement and knowledge program.

E. County's participation in the R-Cities network will allow it to forge connections with other global urban resilience pioneers, foster continuous growth and expansion of County's resilience initiatives, and enable it to highlight its expertise on the global stage.

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

ARTICLE 1. DEFINITIONS

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

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

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

1.4. **Contract Administrator** means the Deputy Director of the Resilient Environment Department and Chief Resilience Officer or such other person designated by the Deputy Director of the Resilient Environment Department and Chief Resilience Officer in writing.

1.5. **Services** means all work required of R-Cities under this Agreement, including without limitation all elements of the program developed pursuant to Article 2, below.

1.6. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through R-Cities, regardless of tier.

ARTICLE 2. SCOPE OF SERVICES

The County shall be a member of the R-Cities network for four (4) years. The Parties shall jointly implement a two-year program of activities that will enable County to 1) share its knowledge and collaborate with other network members on climate resilience solutions and 2) expand its knowledge and skills on how to embed a strong equity lens within its resiliency efforts. The Parties will implement the activities described in the program in 2024 and 2025. The program will include the following activities:

- Hosting a knowledge exchange in Broward County;
- Jointly developing an online training module on climate resilience;
- Mentoring Kaduna City, Nigeria;
- Participating in the R-Cities Community of Practice on Racial Equity workgroup;
- Visiting a mutually-decided North American or international city to further the County's activities integrating equity, green infrastructure, and energy-efficiency, or similar, in the County's climate resilience initiatives;
- Participating in peer-to-peer sessions with network members;
- Attending R-Cities events, such as Conference of the Parties 29 ("COP29") and NY Climate Week; and
- Launching a "Cities Solve, Cities Deliver" campaign and a "Cities on the Frontline" speaker series.

R-Cities will provide County with global branding and visibility as well as access to urban resilience expertise, technical assistance, and funding to facilitate County's implementation of the 2-year program. Upon completion of the 2-year program, County will retain all rights and privileges of a full member of the R-Cities network.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. **Term.** This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues for forty-eight (48) months ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement.

3.2. **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

3.3. **Time of the Essence.** Time is of the essence for the Parties' performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. COMPENSATION

4.1. Maximum Amounts. In consideration for the right to participate in the R-Cities network, County agrees to provide a membership payment in the amount of \$100,000.00 as follows:

Membership Payment Schedule	Not-To-Exceed Amount
Year 1	\$50,000.00
Year 2	\$50,000.00
Year 3	\$0
Year 4	\$0
TOTAL NOT TO EXCEED	\$100,000.00

R-Cities acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate R-Cities for their costs to jointly develop, implement, and participate in the program described in Article 2, including travel, payment of personnel or subcontractors, and branding/marketing costs. These maximum amounts, however, do not constitute a limitation of any sort upon R-Cities' obligation to perform all Services.

4.2. Invoice and Payment. Within thirty (30) days after execution of this Agreement, R-Cities will provide County with a proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances, to cover the Year 1 membership fee. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted pursuant to instructions prescribed by County. County shall pay R-Cities within thirty (30) days after receipt of R-Cities' proper invoice. Payment may be withheld for R-Cities' failure to comply with a term, condition, or requirement of this Agreement. On or before February 28, 2025, R-Cities will provide County with a proper invoice to cover the Year 2 membership fee.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

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

5.2. Public Entity Crime Act. R-Cities 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. R-Cities 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 R-Cities has been placed on the convicted vendor list.

5.3. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. R-Cities 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 Sections 215.473 or 215.4725, Florida Statutes. R-Cities represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. R-Cities represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

5.4. Claims Against R-Cities. R-Cities 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 R-Cities, threatened against or affecting R-Cities, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of R-Cities to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of R-Cities or on the ability of R-Cities to conduct its business as presently conducted or as proposed or contemplated to be conducted.

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

5.6. Prohibited Telecommunications Equipment. R-Cities represents and certifies that R-Cities and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. R-Cities represents and certifies that R-Cities and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.7. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, R-Cities represents and certifies that R-Cities will comply with Section 26-125(d) of the Code for the duration of the Term.

5.8. Breach of Representations. R-Cities acknowledges that County is materially relying on the representations, warranties, and certifications of R-Cities stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement

without any further liability to R-Cities; (c) set off from any amounts due R-Cities the full amount of any damage incurred; and (d) debarment of R-Cities.

ARTICLE 6. INDEMNIFICATION

R-Cities shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by R-Cities, or any intentional, reckless, or negligent act or omission of R-Cities, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, R-Cities shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due R-Cities under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 7. INSURANCE

As of the Effective Date, there are no minimum insurance requirements for R-Cities' Services. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

ARTICLE 8. TERMINATION

8.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

8.1.1. R-Cities' failure to suitably or 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; or

8.1.2. By the County Administrator for fraud, misrepresentation, or material misstatement by R-Cities in the award or performance of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County

representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 8.2 effective thirty (30) days after such notice was provided and R-Cities shall be eligible for the compensation provided in Section 8.2 as its sole remedy.

8.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to R-Cities. R-Cities acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to R-Cities of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, County shall have no further obligation to pay R-Cities for Services under this Agreement.

8.3. 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.

8.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to R-Cities' failure to comply with any term(s) of this Agreement.

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 Agreement.

ARTICLE 10. MISCELLANEOUS

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

10.2. Proprietary Rights.

10.2.1. R-Cities acknowledges and agrees that County retains all rights, title, and interest in and to all materials, data, documentation, and copies thereof created by County under this Agreement, including all copyright and other proprietary rights therein, which R-Cities, its employees, agents, and suppliers may use in connection with the performance of this Agreement.

10.2.2. Except for custom work products, if any, County acknowledges that all unmodified copies of the campaigns, modules, and software (in any form) it receives from R-Cities are the sole property of R-Cities. County shall not have any right, title, or interest to any such unmodified copies of the campaigns, modules, and software, except as expressly provided in this Agreement.

10.2.3 R-Cities grants County a non-exclusive, perpetual, worldwide, fully paid-up, non transferable, royalty-free license to reproduce, distribute, display, or perform the copyrighted materials that R-Cities makes available to Resilient Cities Network members.

10.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If R-Cities is acting on behalf of County as stated in Section 119.0701, Florida Statutes, R-Cities 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 Applicable 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 Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

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

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

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

IF R-CITIES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO R-CITIES’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 519-1464, JJURARDO@BROWARD.ORG, 115 S. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301.

10.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of R-Cities and all Subcontractors that are related to this Agreement. R-Cities and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, R-Cities and all Subcontractors shall make same available in written form at no cost to County. R-Cities shall provide County with reasonable access to R-Cities’ facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

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

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by R-Cities in excess of five percent (5%) of the total contract billings reviewed by County, R-Cities shall make adjustments for the overcharges and pay liquidated damages. 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 R-Cities.

R-Cities shall ensure that the requirements of this section are included in all agreements with all Subcontractors.

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

10.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

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

10.8. Third-Party Beneficiaries. Neither R-Cities nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no

third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.9. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for R-Cities. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County
Attn: Jennifer Jurado
115 South Andrews Avenue, Room 329B
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR R-CITIES:

Lauren N Sorkin
28 Liberty Street, LISC, Floor 34, LISC, Floor 34
New York City, New York 10005
Email address: lsorkin@resilientcitiesnetwork.org

10.10. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by R-Cities without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

10.11. Conflicts. Neither R-Cities nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with R-Cities' loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of R-Cities' officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or R-Cities is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's 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 legal process. The limitations of this section shall not preclude R-Cities 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 R-Cities is permitted pursuant to this Agreement to

utilize Subcontractors to perform any Services required by this Agreement, R-Cities shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as R-Cities.

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

10.13. Compliance with Laws. R-Cities and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

10.14. Severability. If 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.

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

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

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

10.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim

arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

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

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

10.21. Payable Interest

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

10.21.2. 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).

10.22. 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.

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

10.24. Use of County Name or Logo. R-Cities is authorized to use County's name and logo on its website to identify County as a member of R-Cities' network and in any signage, pamphlets, websites, and similar materials promoting conferences, speaker series, workgroups, and campaigns that County is attending, participating in, or hosting. R-Cities shall not use County's

name or logo for any other marketing or publicity materials without prior written consent from the Contract Administrator.

10.25. Polystyrene Food Service Articles. R-Cities shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

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 Global Resilient Cities Network, Inc., signing by and through its Executive Director, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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

Digitally signed by Jennifer Brown
Date: 2024.02.08 12:00:07 -05'00'
By Jennifer Brown
Jennifer D. Brown (Date)
Assistant County Attorney

Digitally signed by MAITE AZCOITIA
Date: 2024.02.08 12:06:51 -05'00'
By MAITE AZCOITIA
Maite Azcoitia (Date)
Deputy County Attorney

JDB/gmb
Resilient Cities Membership
12/13/2023
#70056

AGREEMENT BETWEEN BROWARD COUNTY AND GLOBAL RESILIENT CITIES NETWORK, INC. FOR
MEMBERSHIP IN THE RESILIENT CITIES NETWORK

R-CITIES

GLOBAL RESILIENT CITIES NETWORK, INC.

By: _____

Lauren M. Sorkin, Executive Director

24 day of January, 2024