

**AGREEMENT BETWEEN BROWARD COUNTY AND EXAMPLE CONDOMINIUM, INC. PROVIDING
FOR FUNDING AND ADMINISTRATION OF COASTAL DUNE RESTORATION GRANT PROGRAM**

This Agreement (the “Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Example Condominium, Inc., its successors and assigns (“Grantee”) (each a “Party,” collectively the “Parties”).

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 Assurances means those assurances made by Grantee to County as specifically set forth in this Agreement.
- 1.2 Board means the Board of County Commissioners of Broward County, Florida.
- 1.3 Coastal Dune Restoration Funds means the money given to Grantee pursuant to the terms of this Agreement.
- 1.4 Coastal Dune Restoration Grant Program or Program mean the Program established by County for the purpose of stabilizing coastal beaches by creating, planting, and maintaining a coastal dune on beachfront property.
- 1.5 Contract Administrator means the Director of Natural Resources Division or such person’s successor or written designee.
- 1.6 Division means the Broward County Natural Resources Division, or its successor division.
- 1.7 Project means the project or projects set forth in Article 2 hereof and Exhibit A.

ARTICLE 2. PROJECT

- 2.1 Grantee agrees to provide and implement the following eligible Project more specifically described and set forth in Exhibit A (the “Project Description”) attached hereto and by this reference made a part hereof.
- 2.2 Grantee agrees that no work shall begin on the Project until Grantee receives notification to proceed with the Project in writing from the Contract Administrator. If the Project has begun prior to receipt of such notification to proceed, Grantee shall not be eligible for reimbursement of funds expended prior to receipt of the notification to proceed.

2.3 Grantee shall meet or exceed the standards noted in the Project Description, and all applicable codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design and construction.

2.4 County recognizes that the budget submitted with the grant application is the best estimate required for successful implementation of the proposed Project. Once underway, modifications to the Project may be necessary. Any request by Grantee to modify the Project details or specifications contained in Exhibit A must be submitted in writing to the Contract Administrator. The Contract Administrator may approve requests to modify the Project details or specifications contained in Exhibit A upon a showing by the Grantee that the modification supports the goals of the Program and will not result in Grantee seeking the reimbursement of funds greater than the maximum dollar amount set forth in Section 4.1, or seeking to complete less dune planting than set forth in the Project Description. Grantee agrees that no work shall begin on the modified Project until Grantee receives written notification of approval from the Contract Administrator.

2.5 Grantee agrees to provide the Contract Administrator at least one week's prior notice as to the date and time the Project will take place so that County representatives may attend the event. County reserves the right to attend any Project.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. The Agreement shall become effective on the date it is fully executed by the Parties ("Effective Date") and shall terminate after one (1) year and sixty (60) days from the Effective Date ("Termination Date"). Grantee shall have one (1) year from the Effective Date to complete the Project.

3.2. Grantee may request an extension of up to six (6) months for completion of the Project, subject to approval by Contract Administrator. Under special, limited circumstances such as droughts, hurricanes, or other conditions beyond the control of and not attributable to the Grantee, the Contract Administrator may grant an extension up to one (1) year for completion of the Project. Any extension request shall be in writing and delivered to the Contract Administrator at least sixty (60) days prior to the Termination Date. Failure to complete the Project within one (1) year from the Effective Date or any extension as set forth herein shall result in the forfeiture of the Coastal Dune Restoration Funds. Any time extension authorized by the Contract Administrator shall extend the dates and timeframes in this Agreement by an equal amount of time.

ARTICLE 4. FUNDING, METHOD OF PAYMENT, AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1. County agrees to reimburse Grantee for implementation of the Project up to a maximum amount of \$10,000.00 ("Reimbursement Amount"). Grantee agrees to expend the funds

allocated to the Project no later than the Termination Date. All funds not expended within the term of this Agreement shall remain in the custody and control of County.

4.2. Grantee shall provide matching funds in a minimum amount equal to fifty percent (50%) the amount set forth in Section 4.1 in the form of: **[Check at least one]**

- ☒ Applicant cash: cash from Grantee's present resources such as savings or cash reserves.
- ☐ Contributions: public, private, or corporate contributions to be used towards the Project.
- ☒ In-kind: contributions in the form of goods or services directly benefitting the Project. In-kind contributions shall include, but are not limited to: dune plants, posts and ropes, irrigation, labor, and community outreach.

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

4.4. Close-Out Report. At the completion of the Project, Grantee shall provide the Contract Administrator with two (2) copies of a close-out report in the form set forth in Exhibit B attached hereto.

4.5. Upon completion of the Project, Grantee shall invoice County as follows:

4.5.1 Grantee shall provide County with an executed original of any contracts or subcontracts authorizing the work to be done on the Project.

4.5.2 Invoices shall be certified by the Grantee's authorized officer. Grantee shall not use these funds for any purpose other than the purpose set forth in this Agreement. Grantee shall not seek reimbursement from County for funds, or materials purchased with such funds, used to satisfy other grant programs.

4.5.3 Grantee's request for payment shall be accompanied by proper documentation. For purposes of this section, copies of invoices, receipts, evidence that the completed project has been inspected and approved by the Contract Administrator, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by County later than the Termination Date, any extension of the Termination Date, or termination of this Agreement.

4.5.4 To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by County. Payment may be withheld for failure of Grantee to comply with a term, condition, or requirement of this Agreement.

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

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

ARTICLE 5. FINANCIAL RESPONSIBILITY

5.1 Grantee hereby agrees to maintain books and records in accordance with Generally Accepted Accounting Principles and properly reflect all expenditures of funds that Grantee seeks reimbursement from County.

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

Grantee and all subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Grantee expressly acknowledges and agrees to be bound by this section throughout the course

of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Grantee hereby grants County the right to conduct such audit or review at Grantee's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Grantee shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

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

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

5.3 Grantee hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to County or shall not seek reimbursement from County of those funds.

5.4 The Close-out Report shall account for all monies received from County via explicit, discrete disclosures and accompanying notes to the Close-out Report.

5.5 Late submission of the Close-out Report shall result in suspension of payment under this Agreement until the required documentation is received and accepted by County. Grantee acknowledges that submission of the Close-out Report to any other Broward County office, agency, or division does not constitute compliance with requirements to submit material to the Contract Administrator. Failure of the Grantee to meet these financial reporting requirements shall result in suspension of payment under this or any subsequent grant agreement in effect and disqualify the Grantee from obtaining future grant awards until such financial reports are received and accepted by County.

5.6 Any corrections to the Close-out Report requested by County shall be made and submitted to County within thirty (30) days after a written request is received by Grantee.

ARTICLE 6. TERMINATION

6.1 This Agreement may be terminated by either Party upon at least thirty (30) days' prior written notice to the other Party of such termination.

6.2 Notice of termination shall be provided in accordance with "Notices" section of this Agreement; except that notice of termination deemed by the Contract Administrator necessary to protect the public health, safety, or welfare may be verbal and promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

6.3 County shall have the right to terminate this Agreement and deny payment of Program funds to Grantee for noncompliance with any of the terms and conditions of this Agreement. Failure to comply with these terms and conditions may also result in County declaring Grantee ineligible for further participation in the Program until such time as Grantee complies therewith.

6.4 In the event this Agreement is terminated, any compensation payable by County shall be withheld until all documents are provided to County pursuant to the "Rights in Documents and Work" section of this Agreement. Any amount withheld shall not be subject to payment of interest by County.

6.5 Notwithstanding the above, Grantee shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Grantee, and County may withhold any payments to Grantee, for the purposes of setoff until such time as the exact amount of damages is determined. This provision shall survive the termination of this Agreement.

ARTICLE 7. MISCELLANEOUS

7.1 Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act. Grantee shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Grantee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Grantee shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility. Grantee's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, sex, national origin, marital status, physical or mental disability, political affiliation, pregnancy, or any other factor which cannot be lawfully used as a basis for service delivery. Grantee shall not engage in or commit any discriminatory practice in violation

of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

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

7.3 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 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.

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

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

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

7.7 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.

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

NOTICE TO COUNTY:

Division Director, Natural Resources Division

115 S. Andrews Avenue, Room 329H, Fort Lauderdale, Florida 33301

Email Address: Mpognon@Broward.org

NOTICE TO GRANTEE:

Example Condominium, Inc.

[Mailing Address]

Email Address: _____

7.9 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.

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

7.11 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Grantee without the prior written consent of County. If Grantee violates this provision, County shall have the right to immediately terminate this Agreement. Grantee represents 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. Grantee agrees that all 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.

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

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

7.14 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 Agreement. During the Term, none of Grantee’s officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Grantee 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 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 Agreement to utilize subcontractors to perform services, Grantee shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Grantee.

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

7.16 Joint Preparation. County and Grantee acknowledge that this Agreement has been jointly prepared and shall not be construed more strictly against either County or Grantee.

7.17 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.

7.18 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.

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

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

7.21 Polystyrene Food Service Articles. Grantee 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 27.172, Broward County Administrative Code.

7.22 Anti-Human Trafficking. By execution of this Agreement by an authorized representative of Grantee, Grantee hereby attests under penalty of perjury that Grantee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Grantee declares that they have read the foregoing statement and that the facts stated in it are true.

7.23 Further Assurance. Grantee agrees to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts

as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

7.24 Compliance with Laws. Grantee and the services must comply with all applicable law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by applicable law.

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

7.26 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.

7.27 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.**

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

- a. Keep and maintain public records required by County to perform the services

under this Agreement;

- b. 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;
- c. 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
- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Grantee or keep and maintain public records required by County to perform the services. If Grantee transfers the records to County, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt. If Grantee keeps and maintains 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.

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

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

finances, 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 519-1446, CWILSCHKE@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 329-H, FORT LAUDERDALE, FLORIDA 33301.

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

7.30 Execution Authority. The individuals executing this Agreement on behalf of Grantee personally warrant that they have full authority to execute this Agreement on behalf of Grantee for whom they are acting herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County through its County Administrator, authorized to execute same by the Board of County Commissioners through approval of Agenda Item ____ on _____, 2025; and _____, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

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**AGREEMENT BETWEEN BROWARD COUNTY AND EXAMPLE CONDOMINIUM, INC. PROVIDING
FOR FUNDING AND ADMINISTRATION OF COASTAL DUNE RESTORATION GRANT PROGRAM**

GRANTEE

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____

EXHIBIT A

PROJECT DESCRIPTION

Provide a detailed description of the services to be provided for the implementation of the Project.

Project Description goes here.

See application form submitted by grantee on Date, for further details.

EXHIBIT B

**COASTAL DUNE RESTORATION GRANT PROGRAM
CLOSE-OUT REPORT**

This close-out report must be filed with the Natural Resources Division no later than thirty (30) days after completion of the Project period.

Organization:

Mailing address:

Grantee's Project Director:
Title:

Telephone:
Fax:

Funding Award: \$_____

Date Project began:

Date Project ended:

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

Good or Service

Date

Cost

2. PERSONNEL:

<u>Number Administrative</u>	<u>Other</u>	<u>Total</u>
Full-time		
Part-time		
Volunteers		

How many hours did volunteers contribute during the Project period?

Describe your method for tracking volunteer hours:

3. NARRATIVE OF PROJECT ACTIVITIES: In general, describe how the Coastal Dune Restoration Funds were used and their impact on the quality and scope of the organization's activities.

4. REQUIRED ATTACHMENTS

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

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

Signature-Chief Executive Officer

Signature-Project Director

Typed name of CEO

Typed name of Project Director

Date

Date