

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 8, 2020

Presenter's Name and Title: Billy D. Neal, Assistant Director of Parks & Recreation

Prepared By: Yenevin Capote, Grants Accounting Manager

Temp. Reso. Number: 7213

Item Description: Temp. Reso. No. 7213, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CULTURAL INCENTIVE PROGRAM GRANT AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR TO ACCEPT TWO GRANTS IN THE TOTAL AMOUNT OF \$500,000 TO REIMBURSE THE CITY FOR QUALIFYING EXPENSES FOR THE CONSTRUCTION OF THE BACK-OF-HOUSE AREA AT THE MIRAMAR REGIONAL PARK AMPHITHEATER AS DETERMINED BY THE AGREEMENT. (*Assistant Director of Parks & Recreation, Billy D. Neal*)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____ (fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS: Upon execution of the agreement, funds will be setup as follows: Cultural Incentive - \$200,000 from Broward County General Fund in 393-00-900-000-000-337700-51006 (Revenue Account) & 393-60-900-572-000-606510-51006 (Construction); and, Cultural Incentive - \$300,000 from Broward County Tourist Development Tax will be setup and monitored in 393-00-901-000-000-337700-51006 (Revenue Account) & 393-60-901-572-000-606510-51006 (Construction).

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7213**
 - **Exhibit A: Cultural Incentive Program Agreement**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager *V.E. Hargray*

BY: Elizabeth Valera, Director of Parks & Recreation

DATE: July 1, 2020

RE: Temp. Reso. No. 7213, authorizing the City Manager to execute the Cultural Incentive Program grant agreement between Broward County and the City of Miramar to accept two grants in the total amount of \$500,000 to reimburse the City for qualifying expenses for the construction of the Back-of-House area at the Miramar Regional Park Amphitheater as determined by the agreement

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7213, authorizing the City Manager to execute the Cultural Incentive Program grant agreement between Broward County and the City of Miramar to accept two grants for a total amount of \$500,000 to reimburse the City for qualifying expenses for the construction of a Back-of-House area at the Miramar Regional Park Amphitheater as determined by the agreement.

ISSUE: City Commission approval is required to authorize the City Manager to expeditiously execute and deliver all related documents pertaining to the City's Cultural Incentive Program grant agreement, and the designation of the City Manager or designee, as the City's official authorized to sign, execute, and deliver funding agreement, or any other related documents, on behalf of the City of Miramar as the grantee.

BACKGROUND: The City had previously received funding from Broward County to assist with the construction of the Miramar Regional Park Amphitheater. Right after the completion of the project in 2017, staff identified a great need for the construction of the Back-of-House. City staff, with approval of the City Manager's Office, proceeded to apply for additional funding to assist with the construction of the Back-of-House in 2018.

Broward County, after vetting several projects, selected and approved funding for the Back-of-House project.

DISCUSSION: The construction of this new addition to the Miramar Regional Park Amphitheater will enhance the facility and is expected to also attract higher caliber and more prominent artists appealing to promoters, increasing activity and revenues for the City. The increased activity would serve to promote our City and brand the City as a tourist destination. The City is ready to move forward with the project and requires immediate and expeditious administrative action.

ANALYSIS: The estimated construction cost of the Miramar Regional Park Amphitheater Back-of- House is \$1,025,000. The grant funds will assist in defraying almost 50% of the total cost of this project. This will alleviate the need for the project to be fully funded by the City. Upon execution of the agreement, funds will be setup as follows: Cultural Incentive - \$200,000 from Broward County General Fund in 393-00-900-000-000-337700-51006 (Revenue Account) and 393-60-900-572-000-606510-51006 (Construction); and, Cultural Incentive - \$300,000 from Broward County Tourist Development Tax will be setup and monitored in 393-00-901-000-000-337700-51006 (Revenue Account) and 393-60-901-572-000-606510-51006 (Construction). Construction of this project is expected to be completed by 2022.

Temp. Reso. No. 7213
6/10/20
6/30/20

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CULTURAL INCENTIVE PROGRAM GRANT AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR TO ACCEPT TWO GRANTS IN THE TOTAL AMOUNT OF \$500,000 TO REIMBURSE THE CITY FOR QUALIFYING EXPENSES FOR THE CONSTRUCTION OF THE BACK-OF HOUSE AREA AT THE MIRAMAR REGIONAL PARK AMPHITHEATER AS DETERMINED BY THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.0104, Florida Statutes, authorizes counties within the state to levy and impose a tourist development tax ("TDT"), revenues of which may be used by the county in connection with a publicly owned and operated facility within the county where the tax is levied; and

WHEREAS, Broward County Ordinance No. 80-70, adopted in 1980, authorized the Board of County Commissioners to levy and impose a 2% TDT, proceeds of which Broward County uses in part to support capital projects of local municipalities and non-profit organizations through its TDT Capital Challenge Grant Program ("TDT-CCGP"); and

Reso No. _____

Temp. Reso. No. 7213
6/10/20
6/30/20

WHEREAS, the City received funding approval from Broward County through the TDT-CCGP in the amount of \$300,000 for the construction of the Miramar Regional Park Amphitheater's Back-of-House; and

WHEREAS, the City also received additional funding approval from Broward County through the General Fund ("GF") in the amount of \$200,000 for the construction of the Miramar Regional Park Amphitheater's Back-of-House; and

WHEREAS, no matching funds are required for the Cultural Incentive Program; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to enter into the Cultural Incentive Program Grant Agreement with Broward County, attached hereto as Exhibit "A", to receive a total of \$500,000 in grant funds for qualifying expenses for the construction of the Miramar Regional Park Amphitheater's Back-of-House.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That the City Commission hereby confirms and authorizes the City Manager, or his designee, to execute the Cultural Incentive Program Grant Agreement

Temp. Reso. No. 7213
6/10/20
6/30/20

with Broward County, attached hereto as Exhibit "A", to receive grant funds for qualifying expenses for the construction of the Amphitheater's Back-of-House at the Miramar Regional Park as determined by the Agreement.

Section 3: That the City Commission hereby confirms and authorizes the City Manager, or his designee, to sign, execute, and deliver the Cultural Incentive Program Grant Agreement, and/or any other related document, on behalf of the City of Miramar as the grantee, without the need to obtain further approvals from the City Commission.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 7213

6/10/20

6/30/20

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Maxwell B. Chambers

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes

Vice Mayor Maxwell B. Chambers

Commissioner Yvette Colbourne

Commissioner Alexandra P. Davis

Mayor Wayne M. Messam

Voted

Reso. No. _____



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR, FLORIDA FOR BROWARD
CULTURAL COUNCIL CULTURAL INCENTIVE PROGRAM FY 2019**

| <u>INCENTIVE PROGRAM</u> | <u>INCENTIVE NUMBER</u> | <u>AMOUNT</u> |
|-------------------------------|-------------------------|---------------|
| Tourist Development Tax (TDT) | TDT-CCGP01A-2019 | \$300,000 |
| General Fund (GF) | GF-01B-2019 | \$200,000 |

This agreement ("Agreement") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Miramar, Florida, a Florida municipal corporation ("Recipient") (collectively referred to as the "Parties").

RECITALS

A. The Broward Cultural Council recommends funding to assist Recipient with services and approved expenses as more fully stated in Article 4 and Exhibit A.

B. The Broward County Board of County Commissioners has determined that qualifying expenditures through the cultural incentive program serve a public purpose.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of County's Cultural Division ("Division"), or other person designated in writing by the Division Director or the County Administrator.
- 1.3. **County Administrator** means the administrative head of County appointed by the Board.
- 1.4. **Services** means all work required by Recipient under this Agreement, including as specified in Exhibit A.
- 1.5. **Subcontractor** means an entity or individual providing Services to County through Recipient for all or any portion of the Services under this Agreement. The term "Subcontractor" will include all subconsultants.

ARTICLE 2. SCOPE OF SERVICES

- 2.1. **Scope of Services.** Recipient will perform the Services stated in Exhibit A. Unless otherwise stated, the work required of Recipient includes all labor, materials, and tasks, whether

or not enumerated, that are such an inseparable part of the work described that exclusion would render Recipient's performance impractical, illogical, or unconscionable.

For each funded project, Recipient must provide a completed Project Evaluation Report using the form attached as Exhibit B. Recipient must submit the completed form to the Contract Administrator within the time period stated in Article 5 ("Financial Information"). The completed form must be submitted along with any and all other required documentation that has not previously been submitted. Failure to timely submit the completed form will disqualify Recipient from consideration for any future grants under any of County's cultural incentive programs and will entitle County to withhold payment of the final invoice without accrual of interest until Recipient has met all requirements, including the requirements in the specific program guidelines under which Recipient qualified for funding for the project described in Exhibit A.

2.2. Recipient must not subcontract any portion of the Services except as provided in Exhibit A or as approved in advance by the Contract Administrator, in his or her sole discretion, through a written change order or through a written contract amendment executed by the County Administrator.

2.3. Change of Scope Procedures. Recipient acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of Services unless specifically authorized by County's Administrative Code, any authorizing Board resolution, or any other Board-authorized action. If so authorized, upon written request by Recipient, the Contract Administrator may approve in writing changes in the categories of expenditures, if any, listed in Exhibit A; however, the total amount payable to Recipient may not be modified except by written amendment to this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. The Agreement begins on the date signed by the County Administrator, ("Effective Date") and ends three (3) years thereafter ("Term").

3.2. Extensions. The County Administrator is authorized to enter into written amendments to extend the Term for up to four (4) additional years. The approval of such extension is in the sole discretion of the County Administrator.

3.3. 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 in accordance with Chapter 129, Florida Statutes. County's fiscal year begins on October 1 and ends on September 30 of the following year.

3.4. Time is of the essence for all obligations and performance required of Recipient in this Agreement.

ARTICLE 4. COMPENSATION

4.1. For the Term, including any extensions as provided in Article 3, County will pay Recipient up to a maximum of Five Hundred Thousand Dollars (\$500,000). Payment will be made only for Services actually performed and completed in accordance with Exhibit A, which amount will be accepted by Recipient as full compensation for all such Services. Recipient acknowledges that the compensation amounts are the maximum amounts payable and constitute a limitation on County's obligation to compensate Recipient for its services under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Recipient's obligation to perform all required Services. Recipient will provide matching funds, if any, as shown in Exhibit A.

4.2. Method of Billing and Payment.

4.2.1. Invoices. Recipient may submit invoices only for Services completed in accordance with Exhibit A. An original of each invoice must be submitted no more than once monthly, except that the final invoice must be submitted no later than sixty (60) days after all Services are completed. Payments will be made only on a reimbursement basis after expenses have been incurred for any required Services performed, and after the required documentation in Exhibit A has been submitted with proper invoice to County. There is no reimbursement for travel expenses or any other expenses that are not approved expenses as shown on Exhibit A. Invoices must be submitted on an approved invoice form provided by County. If Exhibit A contains a match requirement, County's payment obligation is conditioned and contingent upon Recipient obtaining and providing that match.

4.2.2. County must pay Recipient within thirty (30) days after receipt of Recipient's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, an invoice must comply with all requirements and must be submitted according to any instructions prescribed by the Contract Administrator. County has the right to withhold payment of the invoice if Recipient fails to comply with any term, condition, or requirement. Any amounts withheld are not subject to payment of any interest by County.

4.3. Payment will be made to Recipient at:

City of Miramar, FL
Attn: Kelvin L. Baker, Sr., Assistant City Manager,
2300 Civic Center Place
Miramar, Florida 33025

Recipient may change the information in this section by providing written notice of such change to the Contract Administrator in accordance with the "Notices" section.

ARTICLE 5. FINANCIAL INFORMATION

Recipient must submit to County all information required by the Agreement, including the Project Evaluation Report (Exhibit B) and any financial information required by Exhibit B within thirty (30) calendar days after conclusion of each of the Project Period(s) stated on Exhibit A for the construction phase and the programming phase respectively. Recipient is not subject to audited annual financial statement requirements. The Contract Administrator will be responsible for verifying that Services are provided in accordance with any required documentation and the requirements of the Agreement prior to the issuance of any payment to Recipient as further detailed in Exhibit A. The provisions of this article will survive the termination or expiration of this Agreement.

ARTICLE 6. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party, nor should anything included in the Agreement be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County and Recipient are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and will be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

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

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

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

6.4. If Recipient contracts with a Subcontractor to provide any of the Services stated in this Agreement, Recipient shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. Recipient must ensure that all such Subcontractors name "Broward

County" as an additional insured and certificate holder under the applicable insurance policies. Recipient shall not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, Recipient shall furnish evidence of insurance of all such Subcontractors.

6.5. County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required by this Agreement, from time to time throughout the term of this Agreement.

ARTICLE 7. TERMINATION

7.1. This Agreement may be terminated for cause by the aggrieved party based on any breach that the breaching party has not corrected within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board or County Administrator by providing written notice to Recipient of the termination date, which must not be less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination will, to the fullest extent permissible under applicable law, be deemed a termination for convenience, which will be effective thirty (30) days after such written notice of termination for cause is provided.

7.2. County, through its County Administrator, may terminate this Agreement upon ten (10) days' prior written notice by the Contract Administrator if Recipient is found to have submitted a false certification according to Section 287.135, Florida Statutes, if Recipient has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Recipient has failed to promptly implement corrective action for audit deficiencies after ten (10) days' written notice by the Contract Administrator. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the Parties under this paragraph will be governed by Section 287.135, Florida Statutes, to the fullest extent applicable.

7.3. Recipient represents that neither it nor any of its affiliates have been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Recipient, upon learning that such representation is false or if Recipient or any of its affiliates are placed on the discriminatory vendor list.

7.4. This Agreement may also be terminated for any other basis and by any other means expressly permitted in this Agreement.

7.5. Notice of termination must be provided in accordance with the "Notices" section.

7.6. If this Agreement is terminated for convenience by County, Recipient will be paid for any Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Recipient acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Recipient, for County's right to terminate this Agreement for convenience. Recipient hereby waives, to the fullest extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 8. MISCELLANEOUS

8.1. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents provided or created by Recipient in connection with performing Services under this Agreement are owned by County and will be deemed works for hire by Recipient and its agents; if the Services are determined not to be a work for hire, Recipient hereby assigns all rights, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. If this Agreement is terminated, any reports, photographs, surveys, and other data and documents prepared by Recipient, whether finished or unfinished, will become the property of County and will be delivered by Recipient to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Recipient may be withheld until all documents are received as provided for in this Agreement. Recipient must ensure that the requirements of this section are included in all agreements with any of its Subcontractors.

8.2. Public Records. To the extent Recipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Recipient must:

- 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 for 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 records 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 Recipient or keep and maintain public records required by County to perform the Services. If Recipient transfers the records to County, Recipient must destroy any duplicate public records that are exempt or confidential and exempt. If

Recipient keeps and maintains the public records, Recipient must meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

Any material submitted to County that Recipient 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, Recipient 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 Recipient as Trade Secret Materials, County must refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Recipient. Recipient 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 the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7457, CULTURALDIV@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, 6TH FLOOR, FORT LAUDERDALE, FLORIDA 33301.

8.3. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Recipient and its Subcontractors that are related to this Agreement. Recipient and its Subcontractors must keep books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All books, records, and accounts must 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, Recipient or its Subcontractor must make all books, records, and accounts available in written form at no cost to County.

Recipient and its Subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3)

years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). County has the right to conduct the audit or review at Recipient's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in the books, records, and accounts will 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 Recipient in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit will be reimbursed to County by Recipient in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of the audit or inspection must be made within thirty (30) days after presentation of County's findings to Recipient.

Recipient must ensure that the requirements of this section are included in all agreements with its Subcontractors performing Services relating to this Agreement.

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

8.5. Third-Party Beneficiaries. Neither Recipient nor County intends to directly or substantially 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 will be entitled to assert a right or claim against either Party based upon this Agreement.

8.6. Notices. For a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and is effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice remain as stated 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, Cultural Division

Attn: Director

100 South Andrews Avenue, 6th Floor

Fort Lauderdale, Florida 33301

E-mail address: pdunlap@broward.org

With simultaneous copy of e-mail to: jshermer@broward.org

FOR RECIPIENT:

City of Miramar, Florida

Attn: Kelvin L. Baker, Sr., Assistant City Manager,

2300 Civic Center Place

Miramar, Florida 33025

E-mail address: klbaker@miramarfl.gov

With simultaneous e-mail to: sbryan@miramarfl.gov

8.7. **Assignment.** All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by the Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Recipient without the prior written consent of County, and any such prohibited action shall be deemed null and void. If Recipient violates this provision, County will have the right to immediately terminate this Agreement.

8.8. **Conflicts.** Neither Recipient nor its employees may have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Recipient's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Recipient's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Recipient is not a party, unless compelled by court process. Further, such persons may 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 do not preclude Recipient 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 Recipient is permitted in accordance with this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Recipient must require the Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Recipient.

8.9. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation stated in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement,

duty, and obligation stated in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement is not a waiver of any subsequent breach and is not to be constructed as a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the party.

8.10. Compliance with Laws. Recipient must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the 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.

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

8.12. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either party.

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

8.14. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of the Articles of this Agreement, the provisions contained the Articles prevail and will be given effect.

8.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will 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 is 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 is in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, RECIPIENT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO**

A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

8.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Recipient or others delegated authority or otherwise authorized to execute this Agreement on their behalf. The County Administrator is authorized to execute amendments to this Agreement.

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

8.18. Payable Interest.

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

8.18.2. Rate of Interest. If the preceding section 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, will be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

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

8.20. Representation of Authority. Recipient represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Recipient, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Recipient has with any third party or violates any law, rule, regulation, or duty arising in law or

equity applicable to Recipient. Recipient further represents and warrants that execution of this Agreement is within Recipient's legal powers, and each individual executing this Agreement on behalf of Recipient is duly authorized by all necessary and appropriate action to do so on behalf of Recipient and does so with full legal authority.

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

8.22. Nondiscrimination. Recipient may not 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. Recipient will include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by Recipient to carry out any of the requirements of this section will constitute a material breach of this Agreement, which will permit County to terminate this Agreement (under Article 8) or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code including the Cultural Council's Incentives (Grants) Programs Guidelines, or under applicable law, all such remedies being cumulative.

8.23. Force Majeure. If the performance of this Agreement or any obligation under this Agreement is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such prevention, if the party so affected has first taken reasonable steps to avoid and remove the cause of nonperformance and continues to take reasonable steps to avoid and remove such cause, and promptly notify the other party in writing and resume performance in accordance with this Agreement whenever such causes are removed; if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event has the right to terminate this Agreement upon written notice to the party so affected. If prompt notice was initially provided orally (preferably with e-mail notification) due to the circumstances, it must be provided with written notice in accordance with the "Notices" section as soon as practicable after the force majeure period ends. This section does not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

The Contract Administrator, in his or her sole discretion, may approve in writing payment for reasonable and documented expenses on Exhibit A that were incurred by Recipient up to and including the date of the event resulting in the nonperformance by Recipient.

8.24. Regulatory Capacity. Notwithstanding that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement. If County exercises its regulatory authority, the exercise of the authority and the enforcement of any rules, regulation, laws, and ordinances will have occurred in accordance with County's regulatory authority as a governmental body separate and apart from this Agreement and will not be attributable to County as a party to this Agreement.

8.25. Truth-In-Negotiation Representation. Recipient's compensation under this Agreement is based upon its representations to County, and Recipient certifies that the information supplied to substantiate Recipient's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Recipient executes this Agreement. Recipient's compensation will be reduced to exclude any significant sums by which the compensation was increased due to inaccurate and incomplete information.

8.26. Public Entity Crime Act. Recipient represents that Recipient 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. Recipient 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 money involved or whether Recipient has been placed on the convicted vendor list.

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

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

8.29. Breach of Representations. In entering into this Agreement, Recipient acknowledges that County is materially relying on the representations and warranties of Recipient stated in this article. County is entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County has the right, at its sole discretion, to terminate this Agreement without any further liability to Recipient, to deduct from the compensation due to Recipient under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Recipient

under this Agreement. Furthermore, a false representation may result in debarment from County's Cultural incentives (grants) programs.

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Broward County, signing by and through the County Administrator, authorized to execute same by Board action, and Recipient, City of Miramar, Florida, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESS:

(Signature)

(Print Name of Witness)

(Signature)

(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By: _____
Bertha Henry, County Administrator

_____ day of _____, 2020

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: _____
Sara F. Cohen (Date)
Assistant County Attorney

By: _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

SC
City of Miramar TDT
4/28/2020
#511595v2

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR, FLORIDA FOR BROWARD
CULTURAL COUNCIL CULTURAL INCENTIVE PROGRAM FY 19

RECIPIENT

WITNESSES:

City of Miramar, Florida

(Signature)

(Authorized Signature)

(Print Name of Witness)
(Vernon E. Hargray, City Manager)

(Signature)

____ day of _____, 2020

(Print Name of Witness)

ATTEST:

Reviewed and approved as to form:

Denise A. Gibbs
City Clerk

Burnadette Norris-Weeks, Esq.
Austin Pamies Norris Weeks Powell, PLLC

(SEAL)

EXHIBIT A – SCOPE OF SERVICES

Recipient has been awarded incentives under the following incentive programs and in the amounts specified:

| | | | |
|-----------------------------------|--|----------------------------------|--------------------|
| <u>Program:</u> | Tourist Development Tax (TDT-CCGP01A-2019) | <u>Maximum Incentive Amount:</u> | \$300,000 |
| <u>Project Period Start Date:</u> | October 1, 2019 | <u>Project Period End Date:</u> | September 30, 2023 |
| <u>Program:</u> | COMM General Fund (GF-01B-2019) | <u>Maximum Incentive Amount:</u> | \$200,000 |
| <u>Project Period Start Date:</u> | October 1, 2019 | <u>Project Period End Date:</u> | September 30, 2023 |

SERVICES

Project Title: Back-Of-House ("BOH") construction of the Miramar Regional Park Amphitheater ("Amphitheater") (the "Project").

Project Period for Construction Phase: October 1, 2019 through March 30, 2021 ("Construction Phase").

Project Period for Programming Phase: Commencing on April 1, 2021 through September 30, 2023 ("Programming Phase").

Project Description: During the Construction Phase, the Recipient shall provide for, and complete, a construction project for the city-owned and operated BOH facility at the existing Amphitheater. The Recipient has assembled a Request for Letter-of-Interest (RLOI) to procure the services of an architectural/engineering firm for professional design services.

The exterior dimensions of the footprint of the facility shall consist of approximately 2,800 square feet. The BOH of the Amphitheater will include restrooms, dressing rooms, and offices. The BOH for the Amphitheater will be designed and constructed utilizing modified shipping containers. The footprint of the proposed facility is roughly square in, with overall site dimensions of 48 feet in width, 59 feet in length, and 24 feet in height.

The programming spaces for the BOH is comprised of multiple dressing rooms, green room, offices, restrooms, a hydraulic elevator, communicating stairs (i.e., opens up into a wide hall with

a small open seating area, access to a break area, and doors going into offices), elevator machine room, data room, and janitor's closet. The structural integrity of the construction is owed to the self-supportive characteristics of the shipping containers. The entire facility will be supported on a series of individual concrete pedestal foundations that extend up out of the existing grade to a bearing elevation of 5 feet above finished grade.

The interior of the facility shall be finished with drywall, wood, plastic laminates, glass, vinyl, paint, and carpeting to create a class 'A' rated interior. The interior of the facility shall be fully air-conditioned, with impact-resistant windows; of which 2,400 square feet will be on the first floor and 1,500 square feet will be on the second floor. The exterior of the shipping containers will be refinished with paint and weather-resistant three-dimensional components to provide visual interest and architectural vibrancy to the facility. An exterior stair will connect grade to the finished floor level of the first floor (ADA accessibility into the first floor will be available by the existing ramp ways on the east and west of the stage). The Recipient plans for an eighteen (18) month timeline.

During the Term, the Recipient shall ensure that the site is managed as a tourist destination for educational and event programs, seminars, and special events. The new City-owned and operated BOH facility shall have as one of its main purposes the attraction of tourists (as defined in Section 125.0104, Florida Statutes) to Broward County and shall further:

- a) Serve the residents of the City of Miramar and the South Florida Community;
- b) Attract high level artists to the venue as the accommodations shall provide privacy, security, and protection from inclement weather to and from the amphitheater stage.

During the Term, the Recipient shall ensure that the attendance capacity for the Miramar Regional Park Amphitheater does not exceed 4,999 people unless a written amendment is executed between the Recipient and the County.

CONSTRUCTION PHASE: The Recipient shall ensure that the required construction-related activities are completed within the Construction Phase and shall ensure that the site will be configured as provided in this Agreement.

The subject building shall consist of the following specifications: a two-floor structure with an overall width of approximately 48 feet in an overall length of approximately 59 feet, with an exterior footprint of approximately 2,800 square feet. The subject building shall have two (2) loading dock bays, each with a commercial roll-up metal door. Additional building specifications shall be determined upon development and acceptance of design from the contracted architect/engineer.

The interior rooms of the BOH facility shall be comprised of the following subject spaces (all spaces are approximation; any deviations are subject to review and written approval of the Contract Administrator):

- Office with a width of 10 Ft. X 13 Ft. of length = 130 square feet of floor area.
- Lobby/Reception with a width of 12 Ft. x 16 Ft. of length = 192 square feet of area.
- Dressing Room/Bathroom #1 with a width of 15 Ft. x 20 Ft. of length = 300 square feet of area.
- Dressing Room/Bathroom #2 with a width of 13 Ft. x 20 Ft. of length = 260 square feet of area.
- Dressing Room/Bathroom #3 with a width of 13 Ft. x 20 Ft. of length = 260 square feet of area.
- Star Dressing Room/Bathroom with a width of 14 Ft. x 20 Ft. of length = 280 square feet of area.
- Laundry Room with a width of 6 Ft. x 7 Ft. of length = 42 square feet.
- Break Room with a width of 13 Ft. x 14 Ft. of length = 182 square feet.
- Data Room with a width of 7 Ft. x 8 Ft. of length = 56 square feet.
- Public Rest Room with a width of 7 Ft. x 8 Ft. of length = 56 square feet.

SERVICES FOR TDT-CCGP01A-2019

Part A: General Requirements

Includes but is not limited to the following: administrative programs associated with the Project, and each respective trade or division as defined by the Construction Specifications Institute masterformat, such as submittals, scheduling requirements, LEED, payment apps, permitting, inspections, daily logs, RFIs, progress meetings and meeting minutes, and all other Project documentation.

Part B: Site Preparation

Includes, but not limited to the following: subsurface investigation, boring and exploratory drilling, core drilling, geophysical investigations, groundwater monitoring, standard penetration testing surveys, site survey, measured drawings, selective site demolition, existing conditions assessment, excavation, embankment and compaction site clearing, clearing and grubbing, selective clearing, de-watering, environmental assessment, erosion control, site monitoring.

Part C: Concrete

Concrete will be incorporated into the construction of the Project. This material will be necessary to form all the structural bond/tie beams at the top of the masonry walls, at horizontally spaced tie-columns, as well as the concrete slab-on-grade (floor), roof deck, and structural foundations which support the perimeter walls and roof. It shall also be poured into the open holes of the concrete masonry units.

Part D: Masonry

Masonry will be incorporated into the construction of the Project. This material – Concrete Masonry Units - will make up most of the structural shell of the building. These masonry units (concrete blocks) will be stacked in a 'running-bond' (staggered) arrangement. The masonry shall be situated between each of the tie-columns and will be stacked from the top of the perimeter concrete footings (grade) to the underside of the bond/tie columns. The masonry may also be incorporated into interior partitions of the building to establish necessary particular National Fire Prevention Association fire ratings.

Part E: Metals

Metal material and fabrication will be incorporated into the construction of the Project. This material shall be used for windows, doors (interior/exterior), roof decking, steel framing of the building envelope, structural open-web joists (roof supports), all of the fasteners, small accessories required for interior construction attachments, interior wall framing, exterior hand railing, roof access ladder, IT wire racks and raceways, wire ropes (lightning protection), and expansion joint covers.

Part F: Wood and plastic furnishings

Woods and plastics shall be incorporated into the construction of the Project. This material will be utilized for window jambs, head, and sill plates, roof deck plates, interior wall blocking, roof trusses, exterior sheathing, counter top laminates, back splashes, cabinet millwork, stairs, structural plastic elements, exterior lighting components, toilet partitions, work-station furniture, interior and exterior trims.

Part G: Thermal moisture

Thermal and moisture protection includes the materials used to seal the outside of the building against moisture, thermal, and air penetration, plus the associated insulation and accessories. Also included are damp-proofing, waterproofing, insulation, and roofing. Commercial roofing will consist of one or a combination of built-up (layered tar and asphalt felts, for example), single ply membrane, metal sheets, corrugated metal panels, copper sheets, copper panels, and

corrugated fiberglass panels. Additional elements include sheet metal work associated with the installation of the roofing; such as flashings, trim, gutters and downspouts, gravel stops, and the like. Roof accessories are included, as well as roof access hatches and vents.

Part H: Doors and Windows

Includes but is not limited to the following: metal doors/frames, wood/plastic doors, special doors, entrances/store fronts, windows – metal, windows – wood/plastic, as well as hardware/operators/seals, Glass/glazing, and miscellaneous hardware and miscellaneous glazing.

Part I: Finishes

Includes but is not limited to the following: plastering, gypsum wall board and ceiling board, tiling, ceiling, flooring, wall and ceiling finishes and accessories, acoustic treatment, painting and coatings.

Part J: Equipment

Includes but is not limited to the following: security and safe equipment, TV mounts.

Part K: Furniture, Fixtures & Equipment

Such as movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building or utilities. Includes but is not limited to the following: kitchen equipment, clothes racks, cots, laundry equipment, lockers, portable safes/lock boxes.

Part L: Special Construction

Includes but is not limited to the following: cubicle work-station components and accessories, movable walls, drinking fountains, wall and corner guard protection, toilets, shower stalls.

Part M: Mechanical

Includes but is not limited to the following: basic mechanical materials and methods, basic piping materials and methods, hydronic piping, steam and condensate piping, fuel oil and propane systems, special piping systems, valves, meters and gages, hangers and supports, pumps, mechanical, identification, mechanical insulation, fire protection, water distribution piping, drainage and vent systems, plumbing fixtures, water heaters, condensate pump and receiver sets, condensing units, air conditioners, energy recovery units, air handling units, fans, rooftop cooling units, metal ductwork and accessories, testing, adjusting, and balancing.

Part N: Electrical Systems

Includes but is not limited to: basic electrical requirements, basic electrical materials and methods, raceways, cable trays, underground ducts and manholes, wires and cables, cabinets, boxes, and fittings, wiring devices, electrical connections, circuit and motor disconnects, supporting devices, electrical identification, medium voltage distribution equipment, service entrance equipment, switchboards, meters, grounding, transformers, panelboards, motor controllers, transfer switches, lighting, generator sets and emergency standby systems, fire alarm systems, network services, class two wiring.

Except as stated herein, the Recipient shall provide for, and be responsible for, the capital expenses associated with the design, development of the architectural engineering services, site preparation, construction costs, and programs for the Project.

Part A through Part N:

Whenever a Change Request Form is required to be submitted in Part A through Part N listed above, the change request shall be subject to the written approval of the Contract Administrator in his or her sole discretion.

Venue: Miramar Regional Park Amphitheater, City of Miramar, FL, 16801 Miramar Parkway, Miramar, FL 33027 or at a similar venue in Broward County, Florida, as approved in writing in advance by the Contract Administrator. public for any admission fee or any other required fees and must comply with all applicable laws.

REIMBURSEMENTS/FUNDING CATEGORIES FOR TDT-CCGP01A-2019

County shall reimburse Recipient for certain Project expenses and construction expenses up to a maximum amount of Three Hundred Thousand Dollars (\$300,000) for Services described in Part A through Part N above. County grants funds will be used to support Part A through Part N above as follows:

Part A- General Requirements: Up to a maximum of Thirty-nine Thousand Dollars (\$39,000).

Part B- Site Preparation: Up to a maximum of Sixteen Thousand Dollars (\$16,000).

Part C- Concrete: Up to a maximum of Eight-seven Thousand Six Hundred Sixty-four Dollars (\$87,664).

Part D- Masonry: Up to a maximum of Sixteen Thousand Six Hundred Sixty-seven Dollars (\$16,667).

Part E- Metals: Up to a maximum of Twenty-one Thousand Six Hundred Sixty-seven Dollars (\$21,667).

Part F- Wood and Plastic Finishing: Up to a maximum of Two Thousand Six Hundred Sixty-seven Dollars (\$2,667).

Part G- Thermal Moisture: Up to a maximum of Nine Thousand Six Hundred Sixty-seven Dollars (\$9,667).

Part H- Doors and Windows: Up to a maximum of Eight Thousand Three Hundred Forty Dollars (\$8,340).

Part I- Finishes: Up to a maximum of Twenty-one Thousand Six Hundred Sixty-seven Dollars (\$21,667).

Part J- Equipment: Up to a maximum of One Thousand Six Hundred Sixty-seven Dollars (\$1,667).

Part K- Furniture, Fixtures, and Equipment: Up to a maximum of Nine Thousand Dollars (\$9,000).

Part L-Special Construction: Up to a maximum of One Thousand Dollars (\$1,000).

Part M- Mechanical: Up to a maximum of Thirty-five Thousand Dollars (\$35,000).

Part N- Electrical Systems: Up to a maximum of Thirty Thousand Dollars (\$30,000).

Zoning and Permitting: The Recipient shall be solely responsible for obtaining any required zoning clearances and permits including potential variances which might be needed for the Project.

FUNDED ACTIVITIES.

- a) County's maximum not-to-exceed total funds: Three Hundred Thousand Dollars (\$300,000).
- b) Recipient's total match funds: Two Hundred Thousand Dollars (\$200,000) (with waiver of 2:1 cash match).
- c) Recipient shall provide Two Hundred Thousand Dollars (\$200,000) towards the Project, with the remaining balance of the Project's entire cost coming from the Two Hundred Thousand Dollar (\$200,000) County General Fund contribution (as described under Services for GF-01B-2019) awarded on December 12, 2017.

| TDTCCGP | Category | TDT Funds | Match (\$200,000 and Waiver) | Total Project |
|----------------|----------------------|------------------|-------------------------------------|----------------------|
| Part A. | General Requirements | \$39,000 | | \$39,000 |
| Part B. | Site Preparation | \$16,000 | | \$16,000 |
| Part C. | Concrete | \$87,664 | \$36,336 | \$124,000 |
| Part D. | Masonry | \$16,667 | \$33,333 | \$50,000 |
| Part E. | Metals | \$21,667 | \$43,333 | \$65,000 |
| Part F. | Wood Plastic | \$2,667 | \$5,333 | \$8,000 |
| Part G. | Thermal moisture | \$9,667 | \$19,333 | \$29,000 |
| Part H. | Doors and Windows | \$8,334 | \$16,666 | \$25,000 |
| Part I. | Finishes | \$21,667 | \$43,333 | \$65,000 |
| Part J. | Equipment | \$1,667 | \$3,333 | \$5,000 |
| Part K. | FF&E | \$9,000 | \$18,000 | \$27,000 |
| Part L. | Special Construction | \$1,000 | \$2,000 | \$3,000 |
| Part M. | Mechanical | \$35,000 | \$70,000 | \$105,000 |
| Part N. | Electrical Systems | \$30,000 | \$60,000 | \$90,000 |
| Total | | \$300,000 | \$351,000 | \$651,000 |

| Parts A - N | TDT Funds | Recipient's Funds Match with waiver | Total Project |
|--------------------|------------------|--|----------------------|
| Total | \$300,000 | \$200,000 | \$500,000 |

The cash portion shall be used solely for the Project for which the County's TDT Capital Challenge Grant funds are awarded to Recipient.

As a condition precedent to County's contributions described above, Recipient shall provide a minimum cash match in the amount of Two Hundred Thousand Dollars (\$200,000), in any combination of the following forms: (a) Recipient's available cash-on-hand earmarked for the project (as determined on the date the Recipient filed its incentive grant application with the County on February 15, 2018) and/or any additional funds received or added after such date; and/or (b) irrevocable contributions of cash that will be received by the Recipient and obligated by the end of the Project Period as shown above.

The budgeted funds shall be committed by the Recipient for at least three (3) years after the Project start date provided in this Agreement in order to guarantee that the matching funds will be available to complete the Project. The County's funding shall only be paid on a reimbursable basis after receipt by Contract Administrator of proper documentation as further provided in Article 4.

The Recipient shall first expend the required match and the awarded funds from the County before invoicing the County for reimbursement. The County shall not make advance payments to Recipient. Recipient must show proof of spending on qualified expenses described below. Along with the waiver of the Broward County Administrative Code approved by the Board on February 27, 2018, funding restrictions are applicable to this Agreement unless such expenditures are specifically authorized in the program guidelines or in this Agreement. Recipient may use certain cost categories, as approved in writing by the Contract Administrator as Recipient's match. Recipient shall refer to the eligible project funding categories described above in Part A through Part N.

All funded activities shall occur exclusively in Broward County and solely for the construction-related activities for the Construction Phase except if otherwise expressly stated herein. Notwithstanding the date that this Agreement is fully executed, the Agreement (including all payment obligations) shall commence on the Effective Date stated in Section 3.1 but only after it is fully executed. The County represents that the Recipient cannot rely upon the funding provided in this Agreement until the Recipient is in receipt of a fully executed Agreement.

- A. County will not make any payments to the Recipient for the programming activities relating to the Programming Phase; however, the programming requirements are essential terms of this Agreement, and Recipient shall comply with them.
- B. If at any time after the commencement of the Programming Phase (as defined in Section 3.1), the Recipient does not cooperate with the County's Greater Fort Lauderdale Visitors and Convention Bureau ("GFLCVB") as required by this Agreement, the County in the sole discretion of its Contract Administrator may withhold all or part of any funds due to Recipient under this Agreement or other agreements processed through the County's Cultural Division.
- C. Notification of County during Term: Recipient shall notify in writing (by e-mail or otherwise) the following two (2) County representatives of all meetings, project communications, and reports throughout the Term: Phillip Dunlap, Cultural Division's Director (Contract Administrator (pdunlap@broward.org)), and Barbara DeMott, Greater Fort Lauderdale Visitors and Convention Bureau ("GFLCVB") (Bdemott@broward.org).

The award of the funds by County and the expenditures by the Recipient of the awarded funds (consisting of tourist development tax funds) shall comply with the express authorized use(s) of such funds pursuant to Section 125.0104, Florida Statutes. The Recipient shall ensure that the actual use of the awarded funds is solely used for the expenditures approved by the County under this Agreement as expressly permitted by Section 125.0104, Florida Statutes. The Recipient shall provide documentation sufficient to substantiate same to County upon request.

Additionally, the Recipient shall promote and advertise tourism locally within Broward County, the state of Florida, nationally, and internationally. Such promotion and advertisement of tourism may be performed through the Recipient's website and internet, the ArtsCalendar.com, other electronic medium, or other advertising medium. If Recipient uses any of the awarded funds for any activity, service, venue, or event as specifically approved by the County in this Agreement, then the Recipient shall ensure that such activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

Matching Funds: The Recipient shall be responsible for overall management and operation of the Project and shall be responsible for maintaining documentation and providing the required matching funds for the Project, as described above.

SERVICES FOR GF-01B-2019

Part O: Architectural

The architectural firm of Synalovski, Romanik, Saye is responsible for producing and engaging in the following services: schematic design, design development, construction documents, bidding and permitting assistance for the Project in compliance with RLOI #19-01-16, architecture, structural engineering, mechanical engineering, electrical engineering, plumbing engineering and civil engineering.

Part P: Engineering Testing

A geotechnical company will be contracted to perform soil borings and soils testing, as well as material testing of concrete mixes delivered and incorporated into the Project site.

Part Q: Permitting

The City of Miramar shall be responsible for paying for any and all permit review throughout the duration of the Project, as well as for the cost of the Temporary Certificate of Occupancy and the Final Certificate of Occupancy for the Project.

Part R: Construction Contingency

The City of Miramar shall designate a sum of 10% of the total negotiated price of construction for the Project as a contingency reserve in the event of any unforeseen conditions which may be encountered throughout the Construction Period.

Except as stated herein, the Recipient shall provide for, and be responsible for, the capital expenses associated with the design, development of the architectural engineering services, site preparation, construction costs, and programs for the new construction of the Project.

Part O through Part R:

Whenever a Change Request Form is required to be submitted in Part O through Part R, as listed above, the change request shall be subject to the written approval of the Contract Administrator in his or her sole discretion.

REIMBURSEMENT/FUNDING CATEGORIES FOR GF-01B-2019

County shall reimburse Recipient for certain Project expenses and construction expenses up to a maximum amount of Two Hundred Thousand Dollars (\$200,000) for Services described in Part O through Part R above. County grants funds will be used to support Part O through Part R above as follows:

Part O-Architectural: Up to a maximum of Eighty-one Thousand Dollars (\$81,000).

Part P- Engineering Testing: Up to a maximum of Eighteen Thousand Five Hundred Dollars (\$18,500).

Part Q- Permitting: Up to a maximum of Twenty-four Thousand Five Hundred Dollars (\$24,500).

Part R- Construction Contingency: Up to a maximum of Seventy-six Thousand Dollars (\$76,000).

Zoning and Permitting: The Recipient shall be solely responsible for obtaining any required zoning clearances and permits including potential variances which might be needed for the Project.

FUNDED ACTIVITIES

a) County's maximum not-to-exceed total: Two Hundred Thousand Dollars (\$200,000).

b) Recipient's total match funds: None

This award of funds shall be used solely for the Project for which the County's TDT Capital Challenge Grant funds were also awarded through the Tourist Development Tax (TDT) Challenge Grant Program (CCGP): TDT-CCGP01A-2019.

| Sub-Grant | Category | Funds | Match Waiver | Total Project |
|------------------|--------------------------|--------------|---------------------|----------------------|
| Part O | Architectural | \$81,000 | 0 | \$81,000 |
| Part P | Engineering Testing | \$18,500 | 0 | \$18,500 |
| Part Q | Permitting | \$24,500 | 0 | \$24,500 |
| Part R | Construction Contingency | \$76,000 | 0 | \$76,000 |
| Total | | \$200,000 | 0 | \$200,000 |

The Recipient shall utilize this sub-grant award as part of the cash match along with Recipient's other available cash-on-hand earmarked for the Project awarded to the Recipient under the Tourist Development Tax (TDT) Challenge Grant Program (CCGP): TDT-CCGP01A-2019 (as determined on the date the Recipient filed its incentive (grant) application with the County on February 15, 2018) along with any additional funds received or added after such date and/or any irrevocable contributions of cash that will be received by the Recipient and obligated by the end of the Project Period.

The budgeted funds shall be committed by the Recipient for at least three (3) years after the Project start date provided in this Agreement in order to guarantee that the matching funds will be available to complete the Project. The County's funding shall only be paid on a reimbursable basis after receipt by Contract Administrator of proper documentation as further provided in Article 4.

The Recipient shall first expend the required match and the awarded funds from the County before invoicing the County for reimbursement. The County shall not make advance payments to Recipient. Recipient must show proof of spending on qualified expenses described below. Along with the waiver of the Broward County Administrative Code approved by the Board on February 27, 2018, funding restrictions are applicable to this Agreement unless such expenditures are specifically authorized in the program guidelines or in this Agreement. Recipient may use certain cost categories, as approved in writing by the Contract Administrator as Recipient's match. Recipient shall refer to the eligible project funding categories described above in Part O through Part R.

All funded activities shall occur exclusively in Broward County and solely for the construction-related activities for the Construction Phase except if otherwise expressly stated herein. Notwithstanding the date that this Agreement is fully executed, the Agreement (including all payment obligations) shall commence on the Effective Date stated in Section 3.1 but only after it is fully executed. The County represents that the Recipient cannot rely upon the funding provided in this Agreement until the Recipient is in receipt of a fully executed Agreement.

- A. County will not make any payments to the Recipient for the programming activities relating to the Programming Phase; however, the programming requirements are essential terms of this Agreement, and Recipient shall comply with them.
- B. If at any time after the commencement of the Programming Phase (as defined in Section 3.1), the Recipient does not cooperate with the County's Greater Fort Lauderdale Visitors and Convention Bureau ("GFLCVB") as required by this Agreement, the County in the sole discretion of its Contract Administrator may withhold all or part of any funds due to Recipient under this Agreement or other agreements processed through the County's Cultural Division.
- C. Notification of County during Term: Recipient shall notify in writing (by e-mail or otherwise) the following two (2) County representatives of all meetings, project communications, and reports throughout the Term: Phillip Dunlap, Cultural Division's Director (Contract Administrator (pdunlap@broward.org), and Barbara DeMott, Greater Fort Lauderdale Visitors and Convention Bureau ("GFLCVB") (Bdemott@broward.org).

The award of the funds by County and the expenditures by the Recipient of the awarded funds (consisting of tourist development tax funds) shall comply with the express authorized use(s) of such funds pursuant to Section 125.0104, Florida Statutes. The Recipient shall ensure that the actual use of the awarded funds is solely used for the expenditures approved by the County under this Agreement as expressly permitted by Section 125.0104, Florida Statutes. The Recipient shall provide documentation sufficient to substantiate same to County upon request.

Additionally, the Recipient shall promote and advertise tourism locally within Broward County, the state of Florida, nationally, and internationally. Such promotion and advertisement of tourism may be performed through the Recipient's website and internet, the ArtsCalendar.com, other electronic medium, or other advertising medium. If Recipient uses any of the awarded funds for any activity, service, venue, or event as specifically approved by the County in this Agreement, then the Recipient shall ensure that such activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

REQUIREMENTS FOR TDT-CCGP01A-2019 AND GF-01B-2019

REQUIRED DOCUMENTATION OF SERVICES RENDERED.

- A. Recipient must provide, as an attachment to the units of service invoice, a brief description of activities, and list the hours Recipient's staff, if any, worked during the period covered by the invoice. Activities listed must be grouped by the same categories as those categories, if any, appearing in Section I of this exhibit. If a program or event was provided by Recipient

during the invoiced period, Recipient must attach to its invoice the following: 1) A copy of the program showing dates and times of the event; 2) a list of the funded programs or events that were added into the event schedule at artscalendar.com; or 3) other documentation that the event took place.

- B. Project Compliance: In accordance with Article 5 of this Agreement, Recipient (acknowledging that County staff is required to periodically attend events funded under this Program to verify that the Services provided comply with the terms of the Agreement) must provide to the Contract Administrator Daryll Johnson (954-602-3302), four (4) tickets/admission to the Project. Entry to the Project by County staff for verification purposes will be at no additional cost to County. County has developed policies and procedures to determine which projects are subject to this provision, the number of staff members required to attend, and other criteria to verify compliance. County will be reasonable in its request for admission to the funded Project, and Recipient will provide all required admission documents no less than forty-eight (48) hours before the start of the Project or event. Recipient must ensure that County is provided reasonable access to the Project in order to satisfy its obligations under this provision.
- C. Additionally, Recipient shall document the expenditure of the TDT incentive funds and the Recipient's equivalent cash match requirements in the qualifying funding categories for each unit of service expended.
- D. Recipient shall provide, as an attachment to each Units of Service Invoice, a brief narrative description of services provided during the billing period and copies of paid invoices for the costs associated with each of the project's construction phases (i.e., building construction; architectural; engineering; site preparation; structural).
- E. Recipient shall provide a detailed outline of the activities tied to each construction phase completed and invoiced, along with the copies of paid invoices, and corresponding materials documenting the work completed, and provided, during the period covered in the Units of Service Invoice.
- F. The Recipient's cash match, in the qualifying funding categories for each unit of service expended, shall be grouped by the same activity categories as those appearing in the scope of services section.

The final invoice shall include documentation of the completion of all items not previously submitted.

PROGRAMMING PHASE: April 1, 2021 through September 30, 2023 ("Programming Phase").

The Recipient shall conduct the following programming activities in order to ensure that there is sufficient programming available during the post construction period including the following:

Program Marketing: In order to ensure sufficient programming (including tourist-related activities) upon final completion of the Project, Recipient will design and provide a national, regional, and local marketing and advertising campaign to support and promote the Project and the related programming activities and events. Recipient will provide international marketing which may be performed through the Recipient's website, the internet, and the ArtsCalendar.com website. Recipient shall be required by County to track room night data as a result of the Project and to cooperate with the GFLCVB to increase room nights generated by the project.

Market Research: With assistance of the GFLCVB, the Recipient shall perform market research, evaluation, and development services including but not limited to survey of patrons and tourists, program attendees, and the local general public, in order to monitor the number of hotel nights generated from the Project and its subsequent activities and events, to evaluate how the promotional, advertisement activities and events impacted tourists and tourism during the Term, and develop an evaluation report with relation to the Project.

The goal of the marketing research is to strengthen the Recipient's ability to work with Broward's county-wide cultural community hospitality interests, tourism industry, and commercial establishments.

Additionally, the Recipient shall use any subsequent funding through the County's Cultural Tourism Program (CTP) if awarded, to promote and advertise tourism locally within Broward County, the state of Florida, nationally, and internationally. Such promotion and advertisement may be performed through the Recipient's website and internet, the ArtsCalendar.com, other electronic medium, or other advertising medium. If Recipient uses any of the subsequently awarded funds for any activity, service, venue, or event as specifically approved by the County in this Agreement, or in another County agreement, then the Recipient shall ensure that such activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

Cooperation Required with GFLCVB: If at any time after the commencement of the Construction and Programming Phases, the Recipient does not cooperate with the County's GFLCVB as required herein, the County (in the sole discretion of its Contract Administrator) may withhold all or part of any funds due to Recipient in the grant Agreement or other agreements processed through the County's Cultural Division.

ATTRIBUTION OF THE FUNDER.

During the Term of this Agreement, Recipient will post the artscalendar.com banner web link (<http://www.artscalendar.com/>) on Recipient's website, if any. For instructions, please visit the following link:

<http://www.broward.org/Arts/Funding/Pages/default.aspx>.

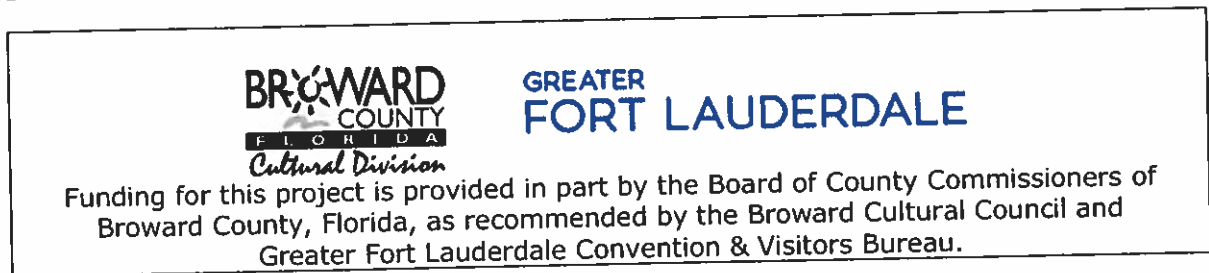
Recipient is not required to upload any images to Recipient's website because Recipient can simply copy the arts calendar code into the body of Recipient's webpage at its designated location. The logo will appear in the location linked to artscalendar.com website, which is the leading online resource for arts and cultural information for the Broward County community. Recipient must acknowledge County's funding with the correct attribution statement and County logo, as specifically outlined in the incentive program's guidelines. For instructions, please visit the following links:

<http://www.broward.org/Arts/Pages/Opportunities.aspx>

<http://www.broward.org/Arts/Funding/Pages/default.aspx>.

Attribution statement for Cultural Tourism Program and Tourist Development Program

Example



Project Report:

- Login at https://www.grantrequest.com/SID_391?SA=AM
 - Click on "Requirements" tab and the new report will start under "New Requirements."

Invoicing:

Recipient must send to County's Cultural Division via email to County's staff members: Chantel Seamore (CSeamore@Broward.org) and Erica Mohan (EMohan@broward.org) only electronic copies of the following:

- An electronic copy of the invoice containing:
 - Typewritten prepared invoice using County's invoice form (do not handwrite invoices)
 - Purchase Order ("P.O.") number must be on the invoice (provided by the County)
 - Invoice must be certified by Chief Executive Officer or by an authorized officer

- Invoices must be signed in blue ink, scanned, and sent in color (not black and white)
- An electronic copy of supporting documents containing:
 - Brief narrative of Services
 - Include brief description of activities and list hours worked by staff
 - Unit of service must correspond precisely to the information provided in this exhibit
 - Playbills, flyers, or brochures (with Broward Cultural Division's logo and attribution statement) from the events
 - Documentation of grant fund expenditures [for County's Community Arts Education Partnerships ("CAEP"), Cultural Festival Program ("CFP"), Tourist Development Tax ("TDT"), and Cultural Tourism Program ("CTP") grants only]
 - Documentation of matching funds (for County's CFP, TDT and CTP Grants only)
 - Signed attendance logs/reports [for County's Cultural Diversity Program ("CDP") and CAEP Grants only]
 - Other information as required by the grant Agreement
- **The Project Evaluation Report (Exhibit B):**
 - Project Reports will be accepted after 30 days beyond the end of the Term or Project Period, whichever occurs first and as required by Article 5.

EXHIBIT B
BROWARD CULTURAL COUNCIL
Tourist Development Tax (TDT-CCGP) PROJECT EVALUATION REPORT

The Recipient shall submit to the County all information required by the Agreement, including the Project Evaluation Report, Exhibit B, and any financial information required by Exhibit B within thirty (30) calendar days after completion of the project or the conclusion of the term of the project/program period, as described in this Agreement.

| | |
|-----------------------------|---|
| Organization: | |
| Mailing address: | |
| Project Director: Title: | Telephone: _____ Ext. _____ Fax: _____ |
| Award: \$ _____ | BCC Project # _____ |
| Date project began: | Date project ended: |

1. Describe the different construction, or renovation, phases that were completed during this reporting period.

Notes:

2. Provide a summary of the different amounts of TDT funds and match funds expended during the construction phase(s) during this reporting period.

| Project Category, or Project Phase | TDT Funds | Recipient Cash Match Funds 2:1 | Total Project |
|---------------------------------------|-----------|-----------------------------------|---------------|
| | | | |
| | | | |
| | | | |

Notes:

3. What was the goal of the project? Was it met? If so, how? If not, why?

Notes:

4. What were the objectives to achieve this goal? Were they met? If so, how? If not, why?

Notes:

5. What do you anticipate being the long-term impact of this TDT grant project on your organization?

Notes:

6. Provide information on the personnel involved, and jobs created, as a result of the **Tourist Development Tax (TDT-CCGP)** project.

Provide the total Full-Time Equivalent (FTE) calculation for all positions involved (employees and contractual services personnel, consultants). (For the purposes of this calculation, use 2,080 hours as the definition of a full-time annual schedule).

| Number | Construction, Architectural | Administrative | Artistic | Consultants, (Others) | TOTALS |
|-------------|-----------------------------|----------------|----------|-----------------------|--------|
| Full-time | | | | | |
| Part-time | | | | | |
| Contractual | | | | | |
| TOTALS | | | | | |

For Post Construction and Programming Phase Reporting, only:

Marketing: Upon final completion of the construction project(s) (facility), TDT Recipient will design and provide a national, regional, and local marketing and advertising campaign to support and promote the project (facility) and the related programming activities and events. Recipient will provide: International marketing may be done through the Recipient's website, the internet and the ArtsCalendar.com website. Recipient will be required by the County to track room night data as a result of the project and to cooperate with the Greater Fort Lauderdale and Visitors' Bureau (GFLCVB) to increase room nights generated by the project.

Market Research Evaluation: with assistance of the Greater Fort Lauderdale and Visitors' Bureau, the Recipient shall perform market research, evaluation and development services, including, but not limited to, survey of patrons and tourists, program attendees, and the local general public, in order to monitor the number of hotel nights generated from the funded project and its subsequent activities and events, to evaluate how the promotional, advertisements activities and events impacted tourists and tourism during the project period.

1. Describe your marketing activities specifically designed to attract tourists. Please be inclusive. Indicate whether your organization, the Cultural Tourism Director's office, or another agency was responsible for each activity.

Notes:

2. What were the most effective elements of your marketing plan? Did you find that particular media placements generated better response? Identify.

Notes:

3. As a result of your experience with this TDT project, do you plan to employ some different marketing/publicity tactics with future tourism projects? Explain

Notes:

AUDIENCE AND TOURISM IMPACT INFORMATION

4. How many individuals attended the organization's TDT project activities?

5. What percentage of these attendees were tourists? _____%
6. How did you determine each of these statistics? Describe the method of computing total attendance and the method for determining the percentage tourists

Notes:

Number of programs, or events: (Be sure to count the different events, or programs, not performances of the same event).

Programs:

Number of performances: (For example, a musical performed 10 times is one event, listed above, with 10 performances that the audience participated). **List the total number of ALL funded performances.**

Performances:

7. Provide numbers for all applicable categories:

| Category | Participants/ Performers | Number of Hotel/Motel Room Nights | Audience | Number of Hotel/Motel room nights |
|---------------------------------|-----------------------------|---|----------|---|
| Broward County Residents | | | | |
| Dade County Residents | | | | |
| Palm Beach County Residents | | | | |
| Other Florida (non- Broward) | | | | |
| Out-of-state | | | | |
| Foreign | | | | |
| TOTAL | | | | |

8. How did you determine each of these statistics?

9. REQUIRED ATTACHMENTS:

_____ Enclose EITHER two (2) quality black and white, OR two (2) color first generation (an original, not a copy) photographs. Electronic/digitized images that clearly document the organization's funded activity are preferred.

_____ Copies of media buys, including print ads and recordings of electronic media ads.

_____ Copy of the organization's promotional materials with the Broward County logo Greater Fort Lauderdale and Visitors' Bureau logos and funding statement.

_____ Attach the geographic location template (excel).

CERTIFICATION

| | |
|--|------------------|
| It is certified by the undersigned that the information provided is true and correct, and the expenditures were incurred solely for the purpose of the approved referenced grant activity. | |
| Signature | Signature |
| (Name Typed) | (Name typed) |
| Chief Administrative Officer | Project Director |
| Date: | Date: |

To submit this Project Evaluation Report.

Exhibit B, ONLINE

Go to your ACCOUNT profile page, and log on:
<https://www.GrantRequest.com/SID_391?SA=AM>

In your Account profile.... Click on REQUIREMENTS tab (next to Applications tab) and click on the 'OPEN Requirement' link to launch the "Exhibit B Project Report" template published to your award. Complete the input fields with your data, and upload with the Attachment files, and submit.

Some of the fields in the report are already pre-populated with data associated with this request.

If you have questions about the online Requirement process, please contact

Broward Cultural Division Incentives Section
100 South Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301-1829

James Shermer, Grants Administrator 954-357-7502
jshermer@broward.org

Adriane Clarke, Grants Management Specialist 954-357-7530
aciarke@broward.org
<http://www.broward.org/arts/Pages/Default.aspx>

PUBLIC ENTITIES W/SOVEREIGN IMMUNITY
ALTERNATE INSURANCE PROVISIONS

CAO Instruction: Use these provisions in lieu of the BCF Insurance provisions if the other party is a government entity. Replace "City/District" with the applicable name or defined term

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

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

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

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

County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Contract.