



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

SPECIAL CITY COMMISSION MEETING AGENDA
City Commission Chambers
August 6, 2025
10:00 AM

REMOTE MEETING NOTICE

Please join the meeting via Zoom
<https://us06web.zoom.us/j/88909742868>

Please join the meeting via telephone:
1 305 224 1968 or 1 312 626 6799
Meeting ID: 889 0974 2868

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **STATEMENT OF PURPOSE OF THE SPECIAL MEETING**
 - A. CONSIDERATION AND ACTION ON RESOLUTION 2025-105 AUTHORIZING THE ACTING CITY MANAGER TO ENGAGE IN PRELIMINARY DISCUSSIONS WITH THE AUTHORIZED REPRESENTATIVES WITH TWO PROPERTIES ALONG WEST OAKLAND PARK BOULEVARD FOR POSSIBLE ACQUISITION, DEVELOPMENT OPTIONS OR PUBLIC-PRIVATE PARTNERSHIPS; RESOLUTION 2025-102 AUTHORIZING THAT CERTAIN CODE ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT BETWEEN THE CITY AND MARKETPLACE PLAZA; RESOLUTION 2025-104 APPROVING THE ADDITION OF THE "LAKES SPACE" EVENT TO THE CITY'S SPECIAL EVENT CALENDAR FOR FY 2025-2026 AS AN OFFICIAL INITIATIVE; RESOLUTION 2025-106 APPROVING AN AMENDMENT TO THE RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR IMPROVEMENTS TO OTIS GRAY PARK
4. **CONSIDERATION OF BUSINESS CONTAINED IN THE CALL FOR SPECIAL MEETING**
 - A. RESOLUTION 2025-105 AUTHORIZING THE ACTING CITY MANAGER TO ENGAGE IN PRELIMINARY DISCUSSIONS WITH THE OWNERS OR AUTHORIZED REPRESENTATIVES OF TWO PROPERTIES LOCATED ALONG WEST OAKLAND PARK BOULEVARD (PROPERTY IDENTIFICATION NUMBERS 494219180010, 494219180013, AND 494219000130), FOR THE PURPOSE OF CONDUCTING INTERNAL FEASIBILITY ANALYSES, OBTAINING PRELIMINARY APPRAISALS, AND EVALUATING POTENTIAL DEVELOPMENT SCENARIOS CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS; PROVIDING FOR A REPORT TO THE CITY COMMISSION WITH FINDINGS AND RECOMMENDED NEXT STEPS, INCLUDING POSSIBLE PROPERTY ACQUISITION, DEVELOPMENT OPTIONS, OR PUBLIC-PRIVATE PARTNERSHIPS, FOR THE INTENDED USE AS THE FUTURE LAUDERDALE LAKES CITY HALL

This resolution authorizes the Acting City Manager to initiate discussions and due diligence related

to the potential acquisition of two strategically located properties on West Oakland Park Boulevard. These sites are being considered as the future location of the new Lauderdale Lakes City Hall. This initiative aligns with the City's long-term vision to centralize civic operations, enhance public access, and foster reinvestment within the Town Center zoning district.

- B. RESOLUTION 2025-102 APPROVING AND AUTHORIZING THE MAYOR AND DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CODE ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES ("CITY") AND MARKETPLACE PLAZA, LLC ("SETTLEMENT AGREEMENT")**

This resolution authorizes a Code Enforcement Lien Reduction Agreement for Marketplace Plaza LLC. The intent of the agreement is to promote code compliance by providing financial relief to the property owner, while upholding the integrity and high standards of the City's Code Enforcement Program.

- C. RESOLUTION 2025-104 APPROVING THE ADDITION OF THE "LAKES SPACE" EVENT TO THE CITY'S SPECIAL EVENT CALENDAR FOR FISCAL YEAR 2025-2026 AS AN OFFICIAL INITIATIVE (SPONSORED BY COMMISSIONER HARRISON)**

This resolution approves the addition of the "Lakes Space" event to the City's Special Event calendar for Fiscal Year 2025-2026 as an official initiative by Commissioner Harrison to be held at least once per quarter at the Bella Vista apartments Greenspace beginning Saturday, November 8, 2025.

- D. RESOLUTION 2025-106 APPROVING AN AMENDMENT TO THE RECREATIONAL TRAILS PROGRAM (RTP) GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR IMPROVEMENTS TO OTIS GRAY PARK, EXTENDING THE GRANT TERM THROUGH DECEMBER 31, 2025**

This resolution amends the Recreational Trails Program (RTP) grant agreement with the Florida Department of Environmental Protection (FDEP) for improvements to Otis Gray Park. The extension is through December 31, 2025.

5. CONSIDERATION OF OTHER MATTERS BY UNANIMOUS CONSENT

6. ADJOURNMENT

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Any invocation that is offered before the official start of the commission meeting shall be the voluntary offering of a private person, to and for the benefit of the commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the commission or the city staff, and do not necessarily represent their individual religious beliefs, nor are the views and beliefs expressed by an invocation speaker intended to suggest the city's allegiance to or preference for any particular religion, denomination, faith, creed or belief. Persons in attendance at the city commission meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. You may exit the city commission chambers and return upon completion of the opening invocation if you do not wish to participate in or witness the opening invocation.

Mayor Veronica Edwards Phillips - Vice Mayor Tycie Causwell

Commissioner Easton Harrison - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

RESOLUTION 2025-105 AUTHORIZING THE ACTING CITY MANAGER TO ENGAGE IN PRELIMINARY DISCUSSIONS WITH THE OWNERS OR AUTHORIZED REPRESENTATIVES OF TWO PROPERTIES LOCATED ALONG WEST OAKLAND PARK BOULEVARD (PROPERTY IDENTIFICATION NUMBERS 494219180010, 494219180013, AND 494219000130), FOR THE PURPOSE OF CONDUCTING INTERNAL FEASIBILITY ANALYSES, OBTAINING PRELIMINARY APPRAISALS, AND EVALUATING POTENTIAL DEVELOPMENT SCENARIOS CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS; PROVIDING FOR A REPORT TO THE CITY COMMISSION WITH FINDINGS AND RECOMMENDED NEXT STEPS, INCLUDING POSSIBLE PROPERTY ACQUISITION, DEVELOPMENT OPTIONS, OR PUBLIC-PRIVATE PARTNERSHIPS, FOR THE INTENDED USE AS THE FUTURE LAUDERDALE LAKES CITY HALL

Summary

This resolution authorizes the Acting City Manager to initiate discussions and due diligence related to the potential acquisition of two strategically located properties on West Oakland Park Boulevard. These sites are being considered as the future location of the new Lauderdale Lakes City Hall. This initiative aligns with the City's long-term vision to centralize civic operations, enhance public access, and foster reinvestment within the Town Center zoning district.

Staff Recommendation

Background:

This resolution will allow the Acting City Manager to engage with property owners and representatives of Fausto Commercial, complete preliminary due diligence, including valuation, environmental, and planning analysis and coordinate preliminary site planning consistent with the City's Comprehensive Plan and TC zoning requirements.

The City's use of this property for a new City Hall would further the goals of the TC district by:

- Anchoring the Town Center with a permanent civic presence
- Enhancing pedestrian activity and public accessibility
- Serving as a model for mixed-use, sustainable development
- Strengthening public confidence and stimulating private-sector redevelopment nearby

The site configuration allows for phased development, with potential to accommodate:

- A new City Hall and administrative building
- Council chambers and public meeting facilities
- Shared-use structured parking
- Outdoor civic plaza or park space
- Integration with retail or public service offices to activate the corridor

Additionally, the adjacency of the improved parcel (currently housing Bank of America) provides flexibility for interim operations.

1. 3661 W Oakland Park Boulevard – Improved Office Property

- **Size:** 43,770 sq. ft. building on 2.54 acres
- **Zoning:** TC (Town Center)
- **Current Use:** Office building
- **Price:** \$10,000,000
- **Highlights:** Recent renovations include upgraded elevator, HVAC, parking, and interiors.

Income-generating Bank of America tenant.

2. **Adjacent Parcel – Vacant Development Site**

- **Size:** 3.5 acres
- **Zoning:** TC (Town Center)
- **Current Use:** Vacant
- **Price:** \$2,900,000
- **Highlights:** Zoned Town Center with flexibility for civic and mixed-use development. May accommodate parking, green space, or expansion components of a future City Hall complex.

Combined, these two parcels provide over **6 acres of developable land** in a high-visibility corridor suitable for a landmark government facility that serves residents, employees, and visitors. Both parcels are ideally zoned and located for the development of a signature civic campus. The Town Center zoning district offers the **regulatory framework and development flexibility** needed to realize a transformative new City Hall that reflects the City of Lauderdale Lakes’ long-term vision, reinforces civic identity, and catalyzes corridor reinvestment. Further planning and architectural programming will be necessary to refine the site design and development phasing.

Staff recommends the City Commission adopt a resolution directing the City Manager to explore the acquisition of these two properties as a unified site for a future **Lauderdale Lakes City Hall Campus**. This authorization would allow staff to conduct:

- Feasibility and site planning assessments
- Preliminary property appraisals and title review
- Zoning and entitlement verifications
- Discussions with the property owners and brokers

This effort would support a strategic capital investment that enhances public service delivery and aligns with the City’s redevelopment goals.

Funding Source:

Fiscal Impact:

TBD

Sponsor Name/Department: Venice Howard, MMC - Acting City Manager, & Tanja McCoy, Director of Development Services

Meeting Date: 8/6/2025

ATTACHMENTS:

| Description | Type |
|---|------------|
| ❑ Resolution 2025-105 New City Hall Discussion (1) | Resolution |
| ❑ Exhibit A - Property Information and Draft Conception | Exhibit |

1 RESOLUTION 2025-105

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; AUTHORIZING THE ACTING CITY MANAGER, AND DESIGNEE(S)
5 TO INITIATE DISCUSSIONS WITH THE OWNERS OR AUTHORIZED
6 REPRESENTATIVES OF THOSE CERTAIN PROPERTIES LOCATED ON WEST
7 OAKLAND PARK BOULEVARD (PROPERTY IDENTIFICATION NUMBERS
8 494219180010, 494219180013, AND 494219000130), FOR THE PURPOSE
9 OF EVALUATING POTENTIAL DEVELOPMENT SCENARIOS CONSISTENT
10 WITH THE CITY'S COMPREHENSIVE PLAN AND LAND DEVELOPMENT
11 REGULATIONS FOR POTENTIAL ACQUISITION AND DEVELOPMENT OF A
12 NEW CITY HALL FACILITY, SUCH EVALUATION TO INCLUDE CONDUCTING
13 FEASIBILITY ANALYSES, OBTAINING PRELIMINARY APPRAISALS; FURTHER
14 PROVIDING FOR A STAFF AND/OR CONSULTANT REPORT AND
15 RECOMMENDATION TO THE CITY COMMISSION; A COPY OF THE PROPERTY
16 INFORMATION AND DRAFT CONCEPT PRESENTATION DOCUMENTS ARE
17 ATTACHED HERETO AS **COMPOSITE EXHIBIT A**; A COPY OF WHICH MAY BE
18 INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE
19 ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY
20 CITY CLERK; PROVIDING AN EFFECTIVE DATE.
21

22 WHEREAS, the City of Lauderdale Lakes ("City") has determined and continues to address
23 the need for a new, permanent City Hall facility in which to centralize public and civic operations,
24 improve accessibility for residents, and provide an anchor for public and private reinvestment in
25 the City's Town Center (TC) zoning district;

26 WHEREAS, the City currently utilizes facilities that necessitate the evaluation of new sites
27 which may better accommodate and support a modern government complex capable of serving
28 current and future operational demands of the City administration, resident, businesses, and
29 visitors;

30 WHEREAS, City staff has identified certain real properties with abutting and contiguous
31 boundaries that that are situated on the north side of West Oakland Park Boulevard—specifically:

- 32 • 3661 West Oakland Park Boulevard, a 2.54-acre property that is currently
33 improved with an approximately 43,770 square foot commercial office building,

1 which is presently partially occupied by a Bank of America branch. This site ("BOA
2 Site") was recently upgraded with significant renovations, and is presently listed
3 for sale at a price of \$10,000,000.00;

- 4
- 5 • Two abutting vacant parcels under common ownership and, as assembled, total
6 approximately 3.5 acres. Both parcels are zoned TC and are currently available
7 for purchase at \$2,900,000.00 ("Vacant Adjoining Site");
- 8

9 WHEREAS, the above-referenced parcels are contiguous, having adjoining boundaries
10 that front Oakland Park Boulevard are suitable for civic or mixed-use development, providing
11 over six (6) acres of developable land within a prominent and highly visible corridor, aligning with
12 the City's Comprehensive Plan and the regulatory intent of the Town Center zoning district, which
13 encourages mixed-use, walkable development anchored by civic facilities;

14 WHEREAS, the improved property offers interim operational opportunities due to existing
15 tenant occupancy and modern infrastructure, while the vacant parcel offers long-term flexibility
16 for green space, shared-use parking, or phased expansion;

17 WHEREAS, preliminary staff analysis suggests that the sites, when considered collectively,
18 may accommodate a full-service municipal campus including City Hall offices, Council chambers,
19 public meeting rooms, shared-use parking, and potentially integrated retail or public-facing
20 services;

21 WHEREAS, the City Commission deems in the public interest to authorize and instruct the
22 Acting City Manager, and designated administrative staff and retained consultants to initiate
23 appropriate and necessary due diligence, which may include but is not limited to:

- 24
- 25 • Communicating with the owners and agents of the BOA Site and Vacant Adjoining
26 Site;
 - 27 • Conducting initial site planning and design analysis consistent with City planning
28 standards and zoning requirements;
 - 29 • Evaluating acquisition and development scenarios, including phased
construction, and public-private partnerships; and

- Securing preliminary property appraisals, title reports, and environmental assessments.

WHEREAS, this Resolution neither authorizes or commits the City to purchase, lease or otherwise acquire any title or interest in the BOA Site or the Vacant Adjoining Site, or any other real property, but instead authorizes City staff to initiate strategic exploratory measures to determine feasibility and identify the most cost-effective and community-centered path forward for the development of a new City Hall facility.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

AUTHORITY: The City Commission hereby authorizes and instructs the Acting City Manager to initiate appropriate and necessary due diligence consistent with this Resolution and conduct preliminary discussions with the property owners or authorized representatives of the BOA Site and Vacant Adjoining Site for the purposes of potential acquisition and development of a new Lauderdale Lakes City Hall.

SECTION 2. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The City Clerk and other appropriate City Officials, through the Acting City Manager are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

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SECTION 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS SPECIAL MEETING HELD AUGUST 6, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Venice Howard, Acting City Manager

VOTE:

| | | | |
|---------------------------------------|-------------|-----------------|---------------|
| Mayor Veronica Edwards Phillips | _____ (For) | _____ (Against) | _____ (Other) |
| Vice-Mayor Tycie Causwell | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Easton Harrison | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Karlene Maxwell-Williams | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Sharon Thomas | _____ (For) | _____ (Against) | _____ (Other) |



SPECIAL COMMISSION MEETING

Presentation By:

MAQSOOD MOHAMMAD NASIR, PE

Director, Engineering Services & Construction Management

SYED ZAMAN

PROJECT ENGINEER

AUGUST 6, 2025



EXISTING LOTS INFORMATION



LOCATION MAP



CONCEPTUAL SITE PLAN





CONCEPTUAL SITE PLAN





CONCEPTUAL SITE PLAN



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title

RESOLUTION 2025-102 APPROVING AND AUTHORIZING THE MAYOR AND DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CODE ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES (“CITY”) AND MARKETPLACE PLAZA, LLC (“SETTLEMENT AGREEMENT”)

Summary

This resolution authorizes a Code Enforcement Lien Reduction Agreement for Marketplace Plaza LLC. The intent of the agreement is to promote code compliance by providing financial relief to the property owner, while upholding the integrity and high standards of the City’s Code Enforcement Program.

Staff Recommendation

Background:

The outstanding code enforcement lien on the subject property has created a barrier to its rehabilitation, limited its marketability in real estate transactions, and discouraged potential reinvestment. To address these challenges, City staff worked with the property owner to develop an equitable lien reduction agreement. This effort is intended to promote voluntary compliance, resolve title issues, and support economic recovery and neighborhood improvement in alignment with the City’s goals.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM, Development Services Director

Meeting Date: 8/6/2025

ATTACHMENTS:

| Description | Type |
|--|------------|
| Resolution 2025-102 - Authorizing Code Enforcement Lien Reduction and Settlement Agreement_Marketplace Plaza LLC (1) | Resolution |
| Exhibit A - Lien Instrument Market Place | Exhibit |
| Exhibit B - Lien Payoff Calculation Market Place LLC | Exhibit |
| Exhibit C - Market Place Settlement Agreement | Exhibit |

1 RESOLUTION 2025-102

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING AND AUTHORIZING THE MAYOR AND DEPUTY CITY
5 CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CODE
6 ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT
7 BETWEEN THE CITY OF LAUDERDALE LAKES ("CITY") AND MARKETPLACE
8 PLAZA, LLC ("SETTLEMENT AGREEMENT"); PROVIDING FOR THE
9 REDUCTION OF THE CODE ENFORCEMENT LIEN AMOUNT OWED TO THE
10 CITY, PAYMENT TERMS INCLUDING CONDITIONAL SATISFACTION OF THE
11 RECORDED LIEN, AND A COMPLIANCE INSPECTION OF THE PROPERTY
12 LOCATED AT 2900-3784 N. SR-7, LAUDERDALE LAKES, FL, 33311, AS SET
13 FORTH IN LIEN INSTRUMENT NO. 119529044; FURTHER AUTHORIZING THE
14 ACTING CITY MANAGER, OR DESIGNEE, TO TAKE ALL NECESSARY ACTIONS
15 TO EFFECTUATE THE TERMS THEREOF; A COPY OF THE LIEN INSTRUMENT
16 IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE CITY'S LIEN PAYOFF
17 CALCULATION IS ATTACHED HERETO AS **EXHIBIT B**; A DRAFT COPY OF THE
18 SETTLEMENT AGREEMENT IS ATTACHED HERETO AS **EXHIBIT C**; COPIES OF
19 WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING
20 FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE
21 DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.
22

23 WHEREAS, the City of Lauderdale Lakes ("City") has a valid and enforceable code
24 enforcement lien on the commercial property located at 2900-3784 N. SR-7, Lauderdale Lakes,
25 FL, 33311, Parcel ID No. 494230210010, ("Property") as a result of multiple violations of the
26 Lauderdale Lakes Code which remained uncorrected for a period between 412 days up to 867
27 days and resulted in such lien being recorded in the public records of Broward County under
28 Instrument No. 119529044 ("Lien"), attached hereto as **Exhibit A**;

29 WHEREAS, as of July 15, 2025, the amount due and owed by MarketPlace Plaza, LLC, the
30 owner of the Property ("Owner"), to the City as a result of the Lien is Nine Hundred Forty-Three
31 Thousand, One Hundred Forty-Two and 70/100 Dollars (\$943,142.70), see City of Lauderdale
32 Lakes Lien Payoff Calculation for Instrument No. 119529044 attached hereto as **Exhibit B**;

1 WHEREAS, on April 8, 2025, the City Commission approved Resolution 2025-059, which
2 among other things, authorized the City Attorney's Office, in cooperation with the Development
3 Services Department to negotiate and take such actions as necessary to secure full compliance
4 in certain outstanding code enforcement liens on certain properties, including the Property;

5 WHEREAS, the Owner of the Property has requested the City Commission to reduce the
6 amount of the Lien owed to the City and, in support of its request, has proposed certain terms
7 and conditions as part of a proposed settlement; this settlement represents an amicable
8 resolution of the Owner's obligation under the Lien and demonstrates responsible corporate
9 ownership concerning the existing and future condition of the Property and compliance with
10 Lauderdale Lakes Code;

11 WHEREAS, the City and the Owner acknowledge that they have negotiated a Settlement
12 Agreement, a draft copy of which is attached hereto as **Exhibit C**, providing, among other things,
13 for the Owner to pay the City the reduced amount of Three Hundred Thirty Thousand and No/100
14 Dollars (\$330,000.00), or thirty-five percent (35%) of the total amount due, in full satisfaction of
15 all outstanding code enforcement liens on the Property associated with Instrument No.
16 119529044, contingent upon and subject to specified compliance conditions, including without
17 limit:

18 (a) payment of One Hundred Sixty-Five Thousand and No/100 Dollars (\$165,000.00)
19 United States currency payable via cashier's check within three (3) days of City
20 Commission approval of Resolution 2025-___;

21
22 (b) payment of the balance of \$165,000.00 in five equal monthly installments of Thirty-
23 Three Thousand and No/100 Dollars (\$33,000.00) beginning August 22, 2025, and ending
24 December 22, 2025, such payment to be paid in United States currency;

25
26 (c) Owner and the City's code enforcement officers, shall within fifteen (15) days of
27 approval of Resolution 2025-___, jointly conduct a site inspection of the Property,

1 including tenant premises. Owner agrees to maintain the Property in good condition and
2 in continued compliance with all applicable codes and regulations; and

3
4 (d) Satisfaction of Lien, subject to terms and conditions providing for default remedies
5 and reinstatement of Lien in full amount, plus attorney's fees, interest, and costs.

6
7 WHEREAS, the City Commission finds that settlement of the Lien on the terms and
8 conditions set forth in **Exhibit C** is in the public interest and will facilitate the resolution of
9 outstanding violations, promote code compliance, support redevelopment or productive use of
10 the Property, and enhance public safety, health, and welfare.

11 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
12 LAUDERDALE LAKES AS FOLLOWS:

13 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
14 confirmed as being true, and the same are hereby made a part of this Resolution.

15 SECTION 2. AUTHORIZATION: The City Commission hereby approves and authorizes
16 the Mayor and Deputy City Clerk to execute and attest, respectively, the Reduction in Code
17 Enforcement Lien and Acting City Manager to execute the Settlement Agreement between the
18 City of Lauderdale Lakes and MarketPlace Plaza, LLC for the code enforcement liens recorded
19 under Instrument No. 119529044, in substantially the form and content set forth in draft
20 Settlement Agreement attached hereto as **Exhibit C**, and incorporated herein by reference.

21 SECTION 3. INSTRUCTION TO THE ACTING CITY MANAGER: The Acting City Manager is
22 hereby authorized and directed to take all necessary and appropriate actions to effectuate the
23 intent of this Resolution.

24 SECTION 4. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through
25 the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the

Agreement with one (1) copy of the Agreement to be directed to Marketplace Plaza, LLC; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

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SECTION 5. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS SPECIAL MEETING HELD AUGUST 6, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Tanja McCoy, AICP, CGC, CFM, Director of Development Services

VOTE:

| | | | |
|---------------------------------------|-------------|-----------------|---------------|
| Mayor Veronica Edwards Phillips | _____ (For) | _____ (Against) | _____ (Other) |
| Vice-Mayor Tycie Causwell | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Easton Harrison | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Karlene Maxwell-Williams | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Sharon Thomas | _____ (For) | _____ (Against) | _____ (Other) |



LAUDERDALE LAKES
WE CARE

Development Services Department
Code Compliance Division
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319-5599
Liens Administration Office: (954) 535-2767

**ORDER IMPOSING
MUNICIPAL CODE ENFORCEMENT LIEN**

REFERENCE NUMBER: 33384

HEARING CASE NUMBER: 23-11-005

Respondent: MARKETPLACE PLAZA LLC
2183 N POWERLINE RD STE 1
POMPANO BEACH, FL 33069-1270

Property Owner(s): MARKETPLACE PLAZA LLC

Site Address/AKA: 2900-3784 N STATE RD 7, LAUDERDALE LAKES, 33309

Folio Number: 494230210010

Legal/Zone Description: PLAT OF LAUDERDALE MARKET PLACE 122-14 B TRACT A

THIS MATTER, having come before the Code Enforcement Special Magistrate for the City of Lauderdale Lakes, for hearing on **Wednesday, March 13, 2024**, pursuant to notice issued **February 14, 2024**, to impose sanctions against said Respondent for failure to comply with the Final Order of the Special Master in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Master having heard the testimony of the City, the counsel for the owner, Attorney Melissa Manganelli and its property manager representative, Liz Horet and having reviewed its file in this matter, finds as follows:

- A. The Respondent has violated the following Section(s) of the City of Lauderdale Lakes Code of Ordinances contrary to the terms of the Final Order entered in this matter on **November 10, 2023**, together with any extensions thereto:

Exterior building surfaces. The exterior of buildings and structures shall be maintained by the owner, operator, or occupant in a state of good repair and shall be structurally sound, in order to facilitate public safety and so the appearance will not constitute a blighting factor leading to the deterioration of the adjacent neighborhood and the city.

Sec. 42-6(a)(1):

- (1) *Wall surfaces.* Exterior wall surfaces shall be maintained in a state of good repair to prevent deterioration and shall be cleaned, repainted or recovered when 25 percent or more of any single sight view becomes discolored or is peeling, molding, or mildewing. All parts of the structure that show dry rot or other deterioration shall be repaired, replaced or refinished. The exterior faces shall be kept free from materials, objects, graffiti, dirt, grime, stains, wall murals and all other adverse conditions. Outside building walls shall not have any holes or loose boards.



LAUDERDALE LAKES
WE CARE

Development Services Department
Code Compliance Division

4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319-5599
Liens Administration Office: (954) 535-2767

Sec. 42-6(b)(7) *Parking areas and infrastructure.* All private sidewalks, roads, streets, driveways, parking areas, and other paved or hard-surfaced areas located within private property and intended for use by vehicular or pedestrian traffic shall be kept clean and in a state of good repair to prevent deterioration and shall be cleaned, repaired, replaced or resurfaced. All curbing and bumper stops shall be replaced if damaged. All striping, including, but not limited to, parking space, traffic lane and directional markings, within any private road, street or parking area located within private property shall be repainted as necessary so that same will be clearly visible at all times. The number of required off-street parking spaces shall be maintained. Paved areas must be repaired or replaced when any deterioration occurs to the extent that the road rock or subbase is exposed.

Sec. 42-6(b)(13) *Drainage systems.* Every building owner shall grade and maintain the exterior of the property, including any site drainage systems, so as to prevent the accumulation of standing water, which may become stagnant. All areas of the property shall provide drainage capabilities and facilities to properly dispose of stormwater runoff in an approved manner. Stormwater runoff shall not be disposed of onto or through other properties. All drainage facilities shall be maintained in good working condition.

Sec. 42-6(b)(20) *Garbage containers and enclosures.* The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, city-approved leak-proof dumpsters or containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal. Dumpsters or other waste containers must be enclosed within a dumpster enclosure as specified in the approved site plan. All dumpster enclosures shall fully contain the leakage of fluids from dumpsters, including the infiltration of rainwater into the dumpsters resulting from inadequate lids or lids left open, within the enclosure. The floors and the walls of dumpster enclosures shall be clean and free from stains. All new dumpster enclosures shall be constructed of cement or reinforced cinderblock with self-closing, opaque metal doors. All existing dumpster enclosures shall be maintained with the gates kept in a good state of repair, which shall remain closed at all times, except during garbage disposal or collection.

Sec. 42-7 All property owners, tenants or their agents, if any, shall be jointly and severally responsible for the proper maintenance and protection of landscaping, existing or hereafter installed. Maintenance shall include adequate watering, weeding, mowing, fertilization, treating, mulching, pruning, and removal/replacement of dead, diseased, decaying or hazardous plant material on a regular basis so as to continue a healthy growing condition and present a neat, orderly and well-kept appearance, at least equal to the original installation, so as not to detract from the appearance of the general area. This shall include the maintaining of abutting rights-of-way, swales, lakes and canal banks.

Sec. 42-7(2) (2) *Hedges, shrubs, vines or accent plants.* All hedges, shrubs and accent plants shall be planted in accordance with the provisions set forth in chapter 10 of the Land Development Regulations and shall be maintained as follows:

a. *Maintenance.* Hedges, shrubs, vines or accent plants shall be pruned and maintained so as to be free of wild or untamed growth. Vines shall be maintained so as to grow on or along a permissible vertical structure. Hedges, shrubs, vines or accent plants shall not encroach upon any structure, sidewalk, walkway, driveway, street or right-of-way.

b. *Height limitations.* The maximum allowable height for a hedge, shrub or shrubs planted as a hedge, within any front setback area shall be four feet. For the purpose of this section the front setback area shall extend the full width of the lot for all interior and corner lots. The maximum allowable height for a hedge, shrub or shrubs planted as a hedge, within any side or rear setback area shall be eight feet or the height of any allowable fence or wall, whichever is greater. The maximum allowable height for a vine shall be that of the structure on which it is attached.



LAUDERDALE LAKES
WE CARE

Development Services Department
Code Compliance Division

4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319-5599
Liens Administration Office: (954) 535-2767

c. Removal and replacement. Any dead or dying shrub, vine, accent plant, hedge or part thereof shall be removed. If the same should be required according to the provisions of chapter 10 of the Land Development Regulations or an approved site plan, it shall be replaced with an equivalent planting which meets the required standards.

Sec. 86-36(b)(2)

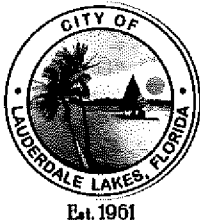
(b) Limitations on use of required parking facilities. The following uses and activities shall not be permitted in required parking facilities:

(2) Storage, repair or display of any vehicles, objects, equipment or merchandise, except as may be approved by the city through a temporary use permit.

- B. The aforesaid violation(s) of the aforementioned Section(s) of the City of Lauderdale Lakes Code of Ordinances is a violation of the aforesaid Final Order, which has been duly served upon the Respondent.
- C. The date set for compliance by the aforesaid Final Order was December 13, 2023; however, as of the date of the hearing, the Respondent remained not in compliance of the aforementioned Section(s) of the City of Lauderdale Lakes Code of Ordinances. During the hearing, testimony from the Respondent's property manager and legal counsel confirmed that notice was provided to the Respondent regarding the violations. In addition, the property manager testified that she was waiting for the hearing to take place to determine what was required to comply with the prior orders despite prior communications with the Code Enforcement Officer. Respondent's testimony and argument from legal counsel supported that the Respondent has not submitted any applications for permits or entered into any contract for the parking areas and infrastructure repairs. The parties presented no evidence or testimony to support compliance with the Final Order issued on November 10, 2023. Notwithstanding, the Code Enforcement Officer testified that the Respondent removed debris from its premises curing its violation of Sec. 42-6(b)(3).
- D. The Code Enforcement Officer presented evidence including photographs to demonstrate that the property wall surfaces were not in compliance with the ordinances, parking areas and infrastructure remained in disrepair, garbage containers were not in its proper enclosures; usage of unauthorized vendor for garbage disposal remained not in compliance; landscaping continued to be out of compliance and a variety of vehicles continued to be stored on the premises.
- E. The Respondent has accordingly violated the Final Order of the Special Magistrate as detailed above, and such violation shall be punished by a fine in the amount of \$1,500.00 per day for each day the Respondent should remain not in compliance with the aforementioned Order, the same being \$250.00 per day, per violation commencing, October 22, 2022. This fine shall continue to accrue until such time as the Respondent shall comply with said Final Order and notify the Code Compliance Division of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

It is thereupon **ORDERED** as follows:

1. Respondent shall be fined the sum of \$1,500.00 per day for each day the Respondent should remain not in compliance with the Special Magistrate's Order in this matter as aforesaid continued to exist after the date set for compliance, which is \$250.00 per day, per violation commencing October 22, 2022, as set forth above. This fine shall continue to accrue until such time as the Respondent shall comply with said Final



LAUDERDALE LAKES
WE CARE

Development Services Department
Code Compliance Division
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319-5599
Liens Administration Office: (954) 535-2767

Order and notify the Code Compliance Division of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

2. The Office of the City Clerk of the CITY OF LAUDERDALE LAKES is hereby directed to file and record this Order among the Public Records of Broward County, Florida which shall constitute a lien against any personal property of the Respondent, and the herein described real property of the Respondent as provided in section 162.09, Florida Statutes, and to proceed with enforcement and collection of same as provided by law.

For additional information regarding violation(s), the required corrective action(s), or to request a compliance inspection please contact the Code Compliance Liens Administration Office at (954) 535-2767.

DONE AND ORDERED this 24th day of March, 2024 in the City of Lauderdale Lakes, Broward County, Florida.

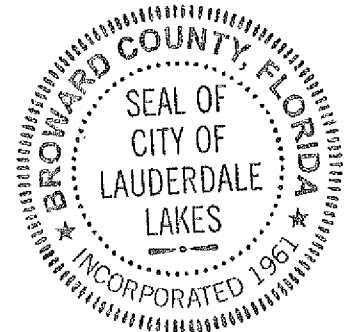
CITY OF LAUDERDALE LAKES

BY:

Celena R. Nash, Esquire
Special Magistrate

Cc:

MARKETPLACE PLAZA LLC
2183 N POWERLINE RD STE 1
POMPANO BEACH, FL 33069-1270



I hereby certify that this document is a true and correct copy of Order Imposing Municipal Code Enforcement Lien and Administrative Fine; the original of which is on file in the City Hall. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF LAUDERDALE LAKES, FLORIDA
This 22 day of April 2024
Venne Hernandez City Clerk

| Date: 7/15/2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|----------------------|--------------------------|-------------------------|---------------------|-----------|----------------------|----------------------|----|----------|--------------------|----|------------|----------------------|----|-------|----------------|----|-------|--------------|----|-------|--------------|----|-------|------------------|-----------|--------------------------|
| Property Address: 2900 - 3784 N S 7, Lauderdale Lakes, FL (Marketplace Plaza LLC) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Invoice Number - Instrument No. 119529044 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Case No: 23-11-05- VIOLATION(s): (6) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Violation(s) | Daily penalty amount | Lien Start Date | Date violation complied | Non-compliance Date | # of days | | | | | | | | | | | | | | | | | | | | | | |
| Sec 42-6-(B) (20) | 250 | 10/22/2022 | 3/7/2025 | | 867 | \$ 216,750.00 | | | | | | | | | | | | | | | | | | | | | |
| Sec 42-6 (a) (1) | 250 | 10/22/2022 | 1/16/2025 | | 817 | \$ 204,250.00 | | | | | | | | | | | | | | | | | | | | | |
| Sec 42-7 | 250 | 10/22/2022 | 1/16/2025 | | 817 | \$ 204,250.00 | | | | | | | | | | | | | | | | | | | | | |
| Sec 42--7(c) | 250 | 10/22/2022 | 12/8/2023 | | 412 | \$ 103,000.00 | | | | | | | | | | | | | | | | | | | | | |
| Sec 42-6 (b) (13) | 250 | 10/22/2022 | 12/8/2023 | | 412 | \$ 103,000.00 | | | | | | | | | | | | | | | | | | | | | |
| Sec 42-6 (b)(3) | 250 | 10/22/2022 | 1/12/2024 | | 447 | \$ 111,750.00 | | | | | | | | | | | | | | | | | | | | | |
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| | 1500 | | | | | \$ 943,000.00 | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Daily Penalty Amount</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 70%;">1,500.00</td> </tr> <tr> <td>Amount of Invoice:</td> <td style="text-align: right;">\$</td> <td>943,000.00</td> </tr> <tr> <td>Administrative Fine:</td> <td style="text-align: right;">\$</td> <td>45.00</td> </tr> <tr> <td>Recording Fee:</td> <td style="text-align: right;">\$</td> <td>35.00</td> </tr> <tr> <td>Release Fee:</td> <td style="text-align: right;">\$</td> <td>35.00</td> </tr> <tr> <td>Postage Fee:</td> <td style="text-align: right;">\$</td> <td>27.70</td> </tr> <tr> <td>Total Due</td> <td style="text-align: right;">\$</td> <td><u>943,142.70</u></td> </tr> </table> | | | | | | | Daily Penalty Amount | \$ | 1,500.00 | Amount of Invoice: | \$ | 943,000.00 | Administrative Fine: | \$ | 45.00 | Recording Fee: | \$ | 35.00 | Release Fee: | \$ | 35.00 | Postage Fee: | \$ | 27.70 | Total Due | \$ | <u>943,142.70</u> |
| Daily Penalty Amount | \$ | 1,500.00 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amount of Invoice: | \$ | 943,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Administrative Fine: | \$ | 45.00 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recording Fee: | \$ | 35.00 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Release Fee: | \$ | 35.00 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postage Fee: | \$ | 27.70 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Due | \$ | <u>943,142.70</u> | | | | | | | | | | | | | | | | | | | | | | | | | |
| Please increase the amount due by the daily interest accrual amount for each day payment is delayed beyond the payoff date at the top of this page, if applicable. PLEASE NOTE: If you wish to expedite the Release of Lien, we advise | | | | | | | | | | | | | | | | | | | | | | | | | | | |

payment to be made by Cashier's Check or Money Order.

**Please send your payment with this form to the Department of Financial Services at the above address.
Should you require additional information, please email: liens@lauderdalelakes.org**

CODE ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT

This CODE ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of July, 2025, by and between the CITY OF LAUDERDALE LAKES, a municipal corporation organized and existing under the laws of the State of Florida, (the "City") and Marketplace Plaza, LLC, a Florida limited liability company ("Owner"), who has stipulated and agreed to settle the code enforcement lien, as further described below, on the following terms and conditions:

RECITALS

WHEREAS, an Order Imposing Municipal Code Enforcement Lien ("Order") was entered by the City's Special Magistrate on March 24, 2024, against the Owner in Case No. 23-11-005 ("Code Case"), in connection with code violations on the Owner's real property located at 2900-3784 N. State Road 7, Lauderdale Lakes, FL 33311, identified by Folio No. 494230210010, which Order provides for per deim \$250 penalty for each of six violations described in the Order; and

WHEREAS, the Order was recorded in the Official Records of Broward County, Florida, on April 23, 2024, and is further identified as Lien Instrument No. 119529044 ("Code Enforcement Lien"), attached hereto as **Exhibit A**; and

WHEREAS, as of July 15, 2025, the amount due and owed by Owner of the Property to the City as a result of the Code Enforcement Lien is Nine Hundred Forty-Three Thousand, One Hundred Forty-Two and 70/100 Dollars (\$943,142.70), see City of Lauderdale Lakes Lien Payoff Calculation for Instrument No. 119529044 attached hereto as **Exhibit B**; and

WHEREAS, Meir Benzaken, represents and warrants that as the Manager of Marketplace Plaza, LLC, he is duly authorized to sign and deliver this Agreement on behalf of Marketplace Plaza, LLC and that this Agreement is binding on Marketplace Plaza, LLC, in accordance with its terms; and

WHEREAS, Owner acknowledges and agrees that the Code Enforcement Lien is valid and enforceable against the Property under Chapter 30 of the Lauderdale Lakes Code, and Chapter 162, Florida

Statutes, in all respects, and further agrees that the amounts described in **Exhibit B** are correct, due, and owing to the City; and

WHEREAS, upon consideration of the Owner's request for a reduction in the amount due and owing to the City as a result of the Code Enforcement Lien, the parties propose to resolve the Code Enforcement Lien as shown in **Exhibit A**, without incurring the time and expense of conducting any further enforcement activities, evidentiary proceedings, or lawsuits; and

WHEREAS, the City confirms that as of the date of the Agreement, there are no active cases for code enforcement violations or liens pertaining to the Property which are not shown on **Exhibit A**; and

WHEREAS, the Owner understands and agrees that this Agreement will only take effect if adopted by the City Commission of the City of Lauderdale Lakes ("Commission").

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth the parties hereto agree as follows:

1. The above recitals are true and correct and are hereby incorporated and made a part of this Agreement.

2. Marketplace Plaza, LLC owns the +/- 1,276,840 square foot Lauderdale Lakes Marketplace shopping mall located at 2900-3784 N State Road 7 (folio 494230210010) ("Property") in the City of Lauderdale Lakes, as more specifically described in **Exhibit C**.

3. The Owner acknowledges that the City recorded the Code Enforcement Lien and the Order issued by the City's Special Magistrate in Case No. 23-11-005. The Owner further acknowledges and agrees to the validity of said Code Enforcement Lien and Order, and expressly waives any and all rights to contest or challenge the Order or the underlying enforcement proceedings in any forum. All violations associated with the Code Enforcement Lien have been corrected, and as of the date of this Agreement, there are no other cases for code violations or liens on the Property.

4. Based on mitigating factors, the parties have agreed to resolve, satisfy, and release the Code Enforcement Lien upon payment as outlined herein.

5. In consideration of the foregoing, the City and the Owner agree that the total sum of Three Hundred Thirty Thousand Dollars and No/100 (\$330,000.00) ("Lien Reduction Amount"), subject to the additional terms and conditions hereinafter described, shall be paid by the Owner to the City. This payment constitutes consideration for, and is made in detrimental reliance by the City upon, the Owner's agreement, and shall serve to reduce the total amount due and owing as described in **Exhibit B** and to cause a release and satisfaction of the Code Enforcement Lien.

6. As inducement to the City, Owner hereby agrees that it shall make an initial payment of one-half the Lien Reduction Amount; namely, the amount of One Hundred Sixty-Five Thousand Dollars and No/100 (\$165,000.00) within ten (10) calendar days, but no later than August 1, 2025, following approval of this Agreement by the City Commission. The Owner shall make this payment by certified check payable to Shutts & Bowen LLP, Trust Account, and shall be delivered via FedEx to Sidney C. Calloway, Esquire, Shutts & Bowen LLP, at 201 E. Las Olas Blvd., Suite 2200, Fort Lauderdale, 33301. Upon receipt, the City shall, within three (3) business days, file and record its satisfaction of the Code Enforcement Lien.

7. As further inducement by the City to enter into this Agreement, Owner hereby agrees to pay the remaining balance owed of One Hundred Sixty-Five Thousand Dollars and No/100 (\$165,000.00) in no more than five (5) equal monthly installment payments beginning August 22, 2025, with final payment to be made before December 31, 2025. The City shall allow the Owner to make monthly payments via electronic transfer or via certified check payable to the City of Lauderdale Lakes, Director of Financial Services, City of Lauderdale Lakes, 4300 NW 36th Street, Lauderdale Lakes, FL 33319.

8. Owner further agrees that within fifteen (15) days of approval of Resolution 2025-____, of the parties will meet at the Property to review the state of same.; and

9. Failure by the Owner to make any payment or to otherwise comply with the terms and conditions of this Agreement shall constitute a material default and breach of this Agreement which Owner hereby acknowledges and agrees that such default shall render this Agreement null and void in its entirety, without further action of the City. Upon default, Owner further acknowledges and agrees that the City shall be entitled, without further action or notice, rerecord the Code Enforcement Lien and Owner shall be liable for the full amount of the Code Enforcement Lien against the Property as referenced in **Exhibit B**, that is \$943,142.70 minus any amounts paid to the City; and further that the City shall be entitled to pursue all available legal remedies to collect on the outstanding lien amount, including interest, fees, attorney's fees and cost.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11. This Agreement constitutes the entire agreement, and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing and signed by both parties. It is understood and agreed that e-mail correspondence shall not constitute "a writing" to this agreement unless expressly included herein.

12. The failure or delay of the City to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, no waiver of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by the City shall be treated as an implied modification of the Agreement.

13. The terms of this Agreement are severable, such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the date provided herein and agree to be bound by the terms and conditions of this Settlement Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

WITNESSETH:

MARKETPLACE PLAZA, LLC

Meir Benzaken, as Manager of
Marketplace Plaza, LLC

Date: _____

ACKNOWLEDGEMENT:

State of Florida)
) SS
County of _____)

The foregoing instrument was acknowledged before me this____ day of _____, 2025, by Meir Benzaken as Manager of Marketplace Plaza, LLC, a Florida limited liability company, freely and voluntarily on behalf of said company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name:

CITY OF LAUDERDALE LAKES

Veronica Edwards-Phillips, Mayor,
for Lauderdale Lakes

Date: _____

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

**APPROVED AS TO FORM AND LEGALITY
FOR THE USE OF AND RELIANCE BY THE
CITY OF LAUDERDALE LAKES ONLY:**

SIDNEY C. CALLOWAY, CITY ATTORNEY

EXHIBIT A

Lien Instrument No. 119529044

EXHIBIT B

City of Lauderdale Lakes Lien Payoff Calculation

EXHIBIT C
Property Legal Description

PLAT OF LAUDERDALE MARKET PLACE 122-14 B TRACT "A"

LESS POR FOR SR 816 (OAKLAND PARK BLVD) AS SHOWN ON MMB9- 196 B

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

| Title |
|-------|
|-------|

| |
|---|
| RESOLUTION 2025-104 APPROVING THE ADDITION OF THE “LAKES SPACE” EVENT TO THE CITY’S SPECIAL EVENT CALENDAR FOR FISCAL YEAR 2025-2026 AS AN OFFICIAL INITIATIVE (SPONSORED BY COMMISSIONER HARRISON) |
|---|

| Summary |
|---------|
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| |
|--|
| This resolution approves the addition of the "Lakes Space" event to the City's Special Event calendar for Fiscal Year 2025-2026 as an official initiative by Commissioner Harrison to be held at least once per quarter at the Bella Vista apartments Greenspace beginning Saturday, November 8, 2025. |
|--|

| Staff Recommendation |
|----------------------|
|----------------------|

Background:

Each year, the City of Lauderdale Lakes (“City”) hosts special events that enhance the quality of life of its residents and visitors. Commissioner Easton Harrison is proposing the following event for approval for fiscal year 2025-2026:

Hosting of “Lake Space” a program designed to activate the Bella Vista greenspace by transforming it into a vibrant venue where residents can showcase local talent, present creative projects, pitch business ideas, and engage with community resources in an open and supportive environment. The inaugural event scheduled for Saturday, November 8, 2025, from 11:00 AM to 3:00 PM, and to recur quarterly thereafter.

The City Commission finds it in the best interest of the health and welfare of the City and its residents to support this recurring initiative as a recognized special event initiated and sponsored by Commissioner Easton Harrison.

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Commissioner Easton Harrison, Mayor and Commission

Meeting Date: 8/6/2025

ATTACHMENTS:

| Description | Type |
|--|------------|
| □ Resolution 2025-104 -Special Events Calendar 2025-2026 | Resolution |

1 RESOLUTION 2025-104

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING THE ADDITION OF THE "LAKES SPACE" EVENT TO
5 THE CITY'S SPECIAL EVENT CALENDAR FOR FISCAL YEAR 2025-2026 AS AN
6 OFFICIAL INITIATIVE BY COMMISSIONER EASTON HARRISON TO BE HELD
7 AT LEAST ONCE PER QUARTER AT THE BELLA VISTA APARTMENTS
8 GREENSPACE BEGINNING SATURDAY, NOVEMBER 8, 2025; PROVIDING
9 FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE
10 DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.
11

12 WHEREAS, each year, the City of Lauderdale Lakes ("City") hosts special events that
13 enhance the quality of life of its residents and visitors;

14 WHEREAS, pursuant to Resolution 2023-101, the City Commission established procedures
15 regarding City-hosted events initiated by City Commissioners;

16 WHEREAS, such procedures mandate that to approve additional events that are not
17 considered in the City's adopted fiscal year budget, the City Commission shall provide approval
18 through an adopted resolution;

19 WHEREAS, the resolution seeking approval for additional events approved in the City's
20 fiscal year budget must establish a funding source for such requested events;

21 WHEREAS, in accordance with the proposed annual budget for FY 2025/2026, each
22 member of the City Commission is projected to have a specific public funding amount allocated
23 in the Special Initiatives Funding Account dedicated for initiating and hosting said events;

24 WHEREAS, Commissioner Easton Harrison is proposing the following event for approval
25 for fiscal year 2025-2026 ("Event"):

- 26 1. Hosting of "Lake Space" a program designed to activate the Bella Vista greenspace
27 by transforming it into a vibrant venue where residents can showcase local talent,
28 present creative projects, pitch business ideas, and engage with community
29 resources in an open and supportive environment.

1 WHEREAS, the Bella Vista Apartments is a multifamily residential development located
2 within the corporate jurisdiction of the City, which contains a green and open space that is
3 deemed to provide an ideal location for community activation, enrichment, and engagement;

4 WHEREAS, Commissioner Easton Harrison has proposed an initiative entitled *Lakes Space*,
5 with the inaugural event scheduled for Saturday, November 8, 2025, from 11:00 AM to 3:00 PM,
6 and to recur quarterly thereafter;

7 WHEREAS, *Lakes Space* is designed to bring tangible value directly to neighborhoods like
8 Bella Vista, by showcasing local talent, providing a platform for small business owners to grow,
9 and connecting families with vital nonprofit services. *Lake Space* aims to strengthen community
10 pride, visibility, and opportunity, while providing children with a safe and fun space to play and
11 create. Residents can also discover new resources and connect with their neighbors;

12 WHEREAS, the initiative will provide direct benefits to the Bella Vista community by:

- 13 ▪ Spotlighting local performers, artists, and creatives;
- 14 ▪ Supporting entrepreneurs and small business owners through exposure and pitch
- 15 opportunities;
- 16 ▪ Connecting families with vital nonprofit services and resources;
- 17 ▪ Investing in youth through a designated Kids Corner for creative play and learning;
- 18 ▪ Building unity among neighbors through shared experiences;
- 19 ▪ Stimulating localized economic activity;
- 20 ▪ Fostering civic pride and inspiring future community leaders; and

21
22 WHEREAS, the City Commission finds it in the best interest of the health and welfare of
23 the City and its residents to support this recurring initiative as a recognized special event initiated
24 and sponsored by Commissioner Easton Harrison.

25 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
26 LAUDERDALE LAKES AS FOLLOWS:

1 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
2 confirmed as being true, and the same are hereby made a part of this Resolution.

3 SECTION 2. AUTHORITY: The City Commission hereby approves the addition of Lakes
4 Space to the Special Event Calendar for Fiscal Year 2025-2026 as an official initiative of
5 Commissioner Easton Harrison, for a total amount not to exceed the specific funding amount to
6 be allocated to each member of the City Commission in the Special Initiatives Funding Account
7 dedicated for initiating and hosting said public events as set forth and described in the annual
8 budget for FY 2025/2026.

9 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and
10 other appropriate City Officials are hereby authorized to take any and all actions necessary to
11 effectuate the intent of this Resolution.

12
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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS SPECIAL MEETING HELD AUGUST 6, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Commissioner Easton Harrison

VOTE:

| | | | |
|---------------------------------------|-------------|-----------------|---------------|
| Mayor Veronica Edwards Phillips | _____ (For) | _____ (Against) | _____ (Other) |
| Vice-Mayor Tycie Causwell | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Easton Harrison | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Karlene Maxwell-Williams | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Sharon Thomas | _____ (For) | _____ (Against) | _____ (Other) |

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

| Title |
|-------|
|-------|

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|---|
| RESOLUTION 2025-106 APPROVING AN AMENDMENT TO THE RECREATIONAL TRAILS PROGRAM (RTP) GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR IMPROVEMENTS TO OTIS GRAY PARK, EXTENDING THE GRANT TERM THROUGH DECEMBER 31, 2025 |
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| Summary |
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| This resolution amends the Recreational Trails Program (RTP) grant agreement with the Florida Department of Environmental Protection (FDEP) for improvements to Otis Gray Park. The extension is through December 31, 2025. |
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| Staff Recommendation |
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Background:

The City submitted an application to the Recreational Trails Program (RTP) on March 1, 2022, requesting funding for improvements to Otis Gray Park. The application was successful, and the City was awarded the full amount of \$400,000, with a required local match of \$200,000. An agreement with the Florida Department of Environmental Protection (FDEP), the administering agency, was executed on June 27, 2023, for a term of two (2) years.

Following execution, the City submitted all required commencement documents, including those necessary to obtain the Notice to Proceed. A significant portion of the delay resulted from the extensive environmental review process required under the National Environmental Policy Act (NEPA). As the original grant expiration date approached, the City formally requested a project extension. FDEP has since confirmed that administrative extensions are being granted to all RTP grantees, extending the grant term through December 31, 2025. At that time, a construction contract award is anticipated, and an additional amendment will be processed to extend the agreement through the completion of construction.

The City received the Notice to Proceed (NTP) from FDEP on July 25, 2025, which now authorizes the project to advance to the bidding phase. The City intends to complete the procurement process and have a construction contract awarded and ready for implementation by December 2025. Accordingly, at this time, it is necessary to amend and execute the agreement with FDEP to reflect the updated term through December 31, 2025.

Otis Gray Park Improvements

Otis Gray Neighborhood Park is a 7.6-acre neighborhood-level park located on NW 26th St. The park was developed in the early 2000's and includes parking, shelters, two restroom facilities, covered playground, fitness stations and walking paths. This project proposes design, permitting, inspection, and construction of 9' x 3,000 L.F. (+/-10) flex pave fitness trail with the purchase and installation of fitness stations with equipment, bike racks, benches, and a water fountain. These elements are included in the approved Parks and Recreation Master Plan, *pages 168 & 169*. The total project is estimated at \$600,000.

Staff recommends that the City Commission authorize the amendment to the Recreational Trails Program Grant agreement for the Otis Gray Park Trail Improvements and to execute the necessary amended agreement with FDEP.

Funding Source:

Recreational Trails Program (RTP) funded by Florida Department of Environmental Protection (FDEP).

Fiscal Impact:

Sponsor Name/Department: Venice Howard, Acting City Manager

Meeting Date: 8/6/2025

ATTACHMENTS:

| | Description | Type |
|---|---|------------|
| ▢ | Resolution 2025-106 Amendment to Agreement No. T2212 (Otis_Gray_Park_Trail_Project) | Resolution |
| ▢ | Exhibit A - FDEP Agreement & Amendment | Exhibit |

1 RESOLUTION 2025-106

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING AND AUTHORIZING THE ACTING CITY MANAGER OR
5 DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO THAT CERTAIN
6 RECREATIONAL TRAILS PROGRAM (RTP) GRANT AGREEMENT NO. T2212
7 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
8 ("FDEP") AND THE CITY OF LAUDERDALE LAKES PROVIDING FOR
9 EXTENDING GRANT TERM FOR IMPROVEMENTS TO OTIS GRAY PARK
10 THROUGH DECEMBER 31, 2025; DRAFT COPIES OF THE FDEP AGREEMENT
11 AND AMENDMENT ARE ATTACHED HERETO AS **COMPOSITE EXHIBIT A**;
12 COPIES OF WHICH MAY INSPECTED IN THE OFFICE OF THE CITY CLERK;
13 PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
14 INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE
15 DATE.
16

17 WHEREAS, on March 1, 2022, the City of Lauderdale Lakes ("City") submitted an
18 application to the Recreational Trails Program ("RTP"), administered by the Florida Department
19 of Environmental Protection ("FDEP"), seeking funding for improvements at Otis Gray Park;

20 WHEREAS, the application was successful, and the City was awarded the full grant amount
21 of Four Hundred Thousand and NO/100 Dollars (\$400,000.00), with a required local match of Two
22 Hundred Thousand and No/100 Dollars (\$200,000.00), for a total estimated project cost of Six
23 Hundred Thousand and No/100 Dollars (\$600,000.00);

24 WHEREAS, the City entered into a Standard Grant Agreement ("Agreement No. T2212")
25 with FDEP on June 27, 2023, establishing a two-year term through June 26, 2025, for the design,
26 permitting, inspection, and construction of a flex pave fitness trail and related park amenities at
27 Otis Gray Park;

28 WHEREAS, following the execution of the agreement, the City submitted all required
29 commencement documentation, including documents necessary to obtain the Notice to

1 Proceed; however, progress was delayed due to the extensive environmental review process
2 required under the National Environmental Policy Act (“NEPA”);

3 WHEREAS, prior to the agreement’s expiration, the City formally requested a time
4 extension to allow the project to advance;

5 WHEREAS, FDEP confirmed that administrative extensions were being granted to all RTP
6 grantees, and issued Amendment No. 2 to Agreement No. T2212, extending the grant term
7 through December 31, 2025;

8 WHEREAS, on July 25, 2025, the City received the Notice to Proceed, authorizing
9 advancement of the project to the bidding and procurement phase, with a goal of awarding a
10 construction contract by December 2025;

11 WHEREAS, the City Commission now desires to approve and execute Amendment No. 2
12 to the original agreement to reflect the new expiration date of December 31, 2025, and ensure
13 the successful completion of the Otis Gray Park Trail Improvements.

14 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
15 LAUDERDALE LAKES AS FOLLOWS:

16 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
17 confirmed as being true, and the same are hereby made a part of this Resolution.

18 SECTION 2. AUTHORITY: The City Commission hereby approves Amendment No. 2 to
19 Agreement No. T2212 with the Florida Department of Environmental Protection, extending the
20 term of the grant agreement through December 31, 2025, for the Otis Gray Park Trail
21 Improvements project; further authorizing the Acting City Manager or designee to execute
22 Amendment No. 2 and to take all necessary actions to implement the terms of the amended

grant agreement, in substantially the form as attached hereto as **Exhibit A**, and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to the Florida Department of Environmental Protection; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS SPECIAL MEETING HELD AUGUST 6, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Venice Howard, Acting City Manager and Heidi Brocks, Budget Officer

VOTE:

| | | | |
|---------------------------------------|-------------|-----------------|---------------|
| Mayor Veronica Edwards Phillips | _____ (For) | _____ (Against) | _____ (Other) |
| Vice-Mayor Tycie Causwell | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Easton Harrison | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Karlene Maxwell-Williams | _____ (For) | _____ (Against) | _____ (Other) |
| Commissioner Sharon Thomas | _____ (For) | _____ (Against) | _____ (Other) |

**AGREEMENT NO. T2212
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LAUDERDALE LAKES**

CONTINUATION OF STANDARD GRANT AGREEMENT

This Agreement (the “Continuation of Standard Grant Agreement”) is made and entered into this 26th day of June 2025, by and between City of Lauderdale Lakes, a local government (hereinafter referred to as “Grantee”), and the State of Florida Department of Environmental Protection (hereinafter referred to as “Department”).

RECITALS

WHEREAS, the Grantee and the Department entered into a State of Florida Department of Environmental Protection Standard Grant Agreement, Number T2212, effective June 27, 2023, for Otis Gray Park Trail (the “Project”), which is by this reference incorporated herein (the “2023 Standard Grant Agreement”), with the original Agreement term of June 27, 2023 through June 26, 2025; and

WHEREAS, prior to the expiration of the 2023 Standard Grant Agreement on June 26, 2025, the parties intended to extend its term with the execution of Amendment No. 2 to Agreement No. T2212, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein (the “Amendment No. 2”); and

WHEREAS, in order to complete the Project as intended, the parties wish to enter into this Standard Grant Agreement under the same terms and conditions of the 2023 Standard Grant Agreement, as modified by Amendment No. 2; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is acknowledged hereby, the parties do agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated into the terms of this Standard Grant Agreement.
2. **Terms and Conditions.** The parties hereby acknowledge and agree that this Standard Grant Agreement shall be governed by the terms and conditions contained in the 2023 Standard Grant Agreement, as modified by the terms and conditions of Amendment No. 2, which terms and conditions are hereby incorporated herein and made a part hereof by this reference.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Standard Grant Agreement.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

CITY OF LAUDERDALE LAKES

By: _____
Secretary or Designee

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit "A"

**AMENDMENT NO. 2
TO AGREEMENT NO. T2212
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LAUDERDALE LAKES**

This Amendment to Agreement No. T2212 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and CITY OF LAUDERDALE LAKES, 4300 NW 36th Street, Lauderdale Lakes, FL 33319 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for design, permitting, inspection, and construction of 9' x 3,000 L.F. (+/-10) flex pave fitness trail with the purchase and installation of fitness stations with equipment, bike racks, benches, and a water fountain effective June 27, 2023;

WHEREAS, the parties wish to amend the Agreement as set forth herein to extend the grant period to December 31, 2025.

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement is extended for a six-month period to begin June 26, 2025 and remain in effect until December 31, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 2) Attachment 0, Standard Grant Form, Paragraph 8, is hereby modified to include the following:
Unique Entity Identifier (UEI): DSALKBHYTEH1
Federal Award Project Description: Recreational Trails Program
- 3) Attachment 1, Standard Terms and Conditions (Rev. 06/14/2024) is hereby deleted in its entirety and replaced with Attachment 1 Standard Terms and Conditions (Rev. 07/02/2025) as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1, Standard Terms and Conditions (Rev. 07/02/2025).
- 4) Attachment 5, Special Audit Requirements (Rev. 11/085/2022), is hereby deleted in its entirety and replaced with Attachment 5, Special Audit Requirements (Rev. 07/01/2025) as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5, Special Audit Requirements (Rev. 07/01/2025).
- 5) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

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CITY OF LAUDERDALE LAKES

**Florida Department of
Environmental Protection**

By: _____

By: _____
Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

| <u>Specify Type</u> | <u>Letter/Number</u> | <u>Description</u> |
|----------------------------|-----------------------------|---|
| Attachment | 1 | Standard Terms and Conditions (14 pgs.) |
| Attachment | 5 | Special Audit Requirements (6 pgs.) |

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement;
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
- (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

Attachment 1

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: | | | | | |
|--|------------------------|-------------|-----------------------------|----------------|------------------------------|
| Federal Program A | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | U.S. Department of | 20.219 | Recreational Trails Program | \$ 400,000.00 | 140185 |
| | Transportation-Federal | | | | |
| | Highway Administration | | | | |
| Federal Program B | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | \$ | |
| | | | | | |
| | | | | | |

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

| Federal Program A | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
|--------------------------|--|--|
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| Federal Program B | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs: | | | | | |
|--|----------------|------|------------|----------------|------------------------------|
| Federal Program A | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| Federal Program B | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|---|-----------------------|--------------------------------|-------------|--|----------------|------------------------------|
| State Program A | State Awarding Agency | State Fiscal Year ¹ | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |
| State Program B | State Awarding Agency | State Fiscal Year ² | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--|--|--|--|-------------|-----------|--|
| | | | | Total Award | \$400,000 | |
|--|--|--|--|-------------|-----------|--|

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.