

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/
Discussion Presentation

SHORT TITLE An ordinance of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the proper city officials to execute an agreement between Broward County and the City of Pompano for Broward Cultural Council Cultural Incentive Program, Tourist Development Tax (TDT-CCGP).
Fiscal Impact: Grant Funds \$462,350 with Matching Fund of \$924,700. Funds will be matched from existing allocations for the City of Pompano Beach Capital Improvement Plan.

Summary of Purpose and Why:

The city is entering into an agreement to accept grant funds from the Broward Cultural Council Cultural Incentive Program, Tourist Development Tax (TDT-CCGP), in the amount of \$462,350 for the Pompano Beach Cultural Center. The grant requires the city match grant funds on a two-to-one cash match. The term of the agreement is for five years, with the construction capital improvement phase to be completed as of September 30, 2016 and the programming phase activities to be completed as of September 30, 2019.



This item relates to the Strategic Plan:

- o Great Places: Goal 2.0, Initiative 2.8 – Develop and promote cultural/heritage tourism opportunities.
- o Great Places: Goal 7.0 Initiative 7.3 – Complete Library/Cultural Arts Center Project

(1) Origin of request for this action: Staff initiated
 (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
 (3) Expiration of contract, if applicable: _____
 (4) Fiscal impact and source of funding: Fiscal Impact: Grant Funds \$462,350 with Matching Fund of \$924,700. Funds will be matched from existing allocations for the City of Pompano Beach Capital Improvement Plan.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>9-10-15</u>	<u>Approve</u>	<u>Mark Beaudreau</u>
Finance	<u>9-11-15</u>	<u>Approve</u>	<u>S. Sibale</u>
Budget	<u>9-15-15</u>	<u>Approve</u>	<u>[Signature]</u>
City Attorney	<u>9-25-15</u>	<u>[Signature]</u>	<u>[Signature]</u>
X City Manager	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration
Workshop		
1 st Reading <u>9/21/15</u>	1 st Reading _____	Results: _____
Approved		
2 nd Reading <u>10/13/15</u>	_____	_____
_____	_____	_____
_____	_____	_____

MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 15-A116

DATE: September 9, 2015
TO: Dennis W. Beach, City Manager
FROM: Mark A. Beaudreau, Recreation Programs Administrator 
SUBJECT: Ordinance - Broward Cultural Council Cultural Incentive Program

Please the attached ordinance on the September 21, 2015 City Commission Agenda. The City Clerk advertised the ordinance in the September 11, Sun-Sentinel to meet the 10 day public notice. The agreement is between the City and Broward County and the City for Broward Cultural Council Cultural Incentive Program.

The City applied for grant funds through the Tourist Development Tax Capital Challenge Grant and the agreement is to accept \$462,350 in funds for the construction and programming of the Pompano Beach Cultural Center. The grant agreement has a matching grant requirement of \$924,700 which will be utilized from existing allocations for the City of Pompano Beach Capital Improvement Plan. (Match requirements: recipient shall provide a two -to-one cash match). The term of the agreement is for five years, with the construction capital improvement phase activities to be completed as of September 30, 2016 and the programming phase activities shall be completed as of September 30, 2019.

This item relates to the Strategic Plan:

Great Places: Goal 2.0 Initiative 2.8 – Develop and promote cultural/heritage tourism opportunities.

Great Places: Goal 7.0 Initiative 7.3 – Complete Library/Cultural Arts Center Project

If you have any questions regarding the agenda item please call me at 954-786-4191.

MB/afh

Attachment

cc: Missy Kitts, Recreation Manager

CITY OF POMPANO BEACH CAPITAL IMPROVEMENT PLAN FY 2016-2020

Existing General Capital Project Summary

* Balances as of March 31, 2015	Percent Expended	Approved Budget	Expended	Encumbered	Balance
1. Seawall Const Settlement Agreement [00-751]	44%	\$277,147	\$114,803	\$8,347	\$153,997
2. Refurbish Park Amenities [02-821]	93%	\$1,238,680	\$1,124,685	\$26,910	\$87,085
3. Mitchell Moore Phase II [04-878]	100%	\$1,717,374	\$1,717,374	---	---
4. Major Bridge Repair/Rehab [05-901]	100%	\$4,038,228	\$2,988,212	\$1,030,583	\$19,433
5. SE 5th Court Debris Lift [06-903]	58%	\$43,998	\$25,409	---	\$18,589
6. Replace Lost Trees [06-919]	92%	\$250,754	\$212,153	\$19,392	\$19,209
7. Road Median Enhancements [06-920]	80%	\$214,146	\$158,529	\$12,441	\$43,176
8. General Government Buildings [07-924]	91%	\$3,297,054	\$2,784,333	\$220,572	\$292,149
9. Road Resurfacing Program [07-925]	95%	\$7,005,692	\$5,840,205	\$813,087	\$352,400
10. Citywide Sidewalk Improvements [07-926]	74%	\$1,410,172	\$960,481	\$88,230	\$361,461
11. Public Safety Bldg. Improvement Overall Project [07-930]	96%	\$5,842,230	\$4,633,080	\$968,816	\$240,334
12. Seawall Maintenance [07-946]	77%	\$2,072,301	\$1,576,142	\$26,584	\$469,575
13. Rebuild Fire Station 11 [08-951]	100%	\$3,908,918	\$3,519,377	\$387,646	\$1,895
14. Railroad Crossing Repair [09-970]	62%	\$999,699	\$623,537	---	\$376,162
15. Emergency Power [09-972]	95%	\$2,443,382	\$2,221,737	\$108,136	\$113,509
16. Court Resurfacing [09-985]	70%	\$100,566	\$67,297	\$2,885	\$30,384
17. NW 6 Avenue Beautification [10-101]	0%	\$300,000	---	---	\$300,000
18. City Parking Lot Improvements/ ADA [10-123]	32%	\$409,492	\$89,810	\$41,799	\$277,883
19. Windows Replacement [10-986]	32%	\$11,356	\$2,855	\$777	\$7,724
20. Tennis Center Renovations [11-125]	100%	\$619,394	\$616,668	\$1,200	\$1,526
21. Library - Cultural Center [11-139]	100%	\$16,020,802	\$102,326	\$15,918,476	---
22. A1A Underground Electric [11-142]	99%	\$2,715,237	\$241,474	\$812,855	\$1,660,908
23. Highlands Park Improvements [11-143]	100%	\$434,834	\$422,305	\$12,529	---
24. Jogging Path Lights [11-160]	98%	\$349,098	\$340,502	\$2,118	\$6,478
25. Cresthaven Fire Station #103 [11-162]	92%	\$4,001,922	\$1,508,625	\$2,191,625	\$301,672
26. City Hall Security [11-163]	99%	\$447,000	\$442,999	---	\$4,001
27. FPL Undergrounding Pompano Beach Blvd [11-167]	100%	\$1,249,999	\$1,047,340	\$202,659	---
28. Aquatic Center Competition Timing System [11-178]	100%	\$166,993	\$166,993	---	---
29. Traffic Calming Improvements [11-189]	10%	\$123,500	\$12,923	---	\$110,577
30. A1A Lighting [11-190]	0%	\$50,000	---	---	\$50,000
31. Cresthaven Traffic Calming [11-191]	0%	\$130,000	---	---	\$130,000
32. Charlotte J. Burrie Community Center [11-192]	35%	\$811,176	\$29,293	\$253,707	\$528,176
33. Dog Park Restroom [12-168]	95%	\$129,762	\$123,834	---	\$5,928

CITY OF POMPANO BEACH CAPITAL IMPROVEMENT PLAN FY 2016-2020

19. Windows Replacement [10-986]

Replace windows, doors & louvers w/ hurricane impact and paint exterior of building at the admin/fire training tower, 120 SW 3 St. Planter on north side of building to be removed to eliminate moisture penetrating envelope of structure.

Status as of March 23, 2015: Complete

This project is complete.

20. Tennis Center Renovations [11-125]

Tennis Center Renovations to include replacement of dilapidated fencing around the facility. Other renovations will include 9 new shade structures at the tennis courts and lighting for the remaining 8 courts that do currently do not have lighting. These features will enhance play at this facility.

Project complete

Status as of March 23, 2015: Complete

Project is complete. A final walk through was conducted on May 24, 2013 and a punch list was generated. Contractor has addressed all punch list items. All final inspections are complete.

21. Library - Cultural Center [11-139]

The project consists of the design and construction of a new two-story 46,000 square foot Library and Cultural Center located at Atlantic Boulevard and SW 1st Avenue. The building is a two-story 25,000 square foot Broward County Public Library facility and a two-story 21,000 square foot City of Pompano Beach Cultural Center.

The Public Library component features children's services, new materials collection, computer lab, multi-purpose room, fiction collection, and library offices and support spaces.

The Cultural Center component features a public lobby, digital media suite, offices, gallery, and a flexible multi-purpose event space and accompanying support spaces, dressing rooms, and lobby space.

Design commenced April 2012. (Silva Architects)

Workshops with the City Commission February 22, 2013 and June 5, 2013

Contractor for construction OHL awarded October 8, 2013

Construction is expected to begin in Fall 2014.

Status as of March 23, 2015: Permitting

Revised plans based on City staff/AAC comments have been submitted to City Building Department. All Broward County permits have been approved. Site fencing installed. Temporary permit for power/construction trailer applied for.

22. A1A Underground Electric [11-142]

This project involves converting the overhead electrical lines along SR A1A from Hillsboro Inlet to Terra Mar Drive, which will lessen the risk of power outages during storms and improve the aesthetics of the neighborhood. This project will be accomplished as a partnership with FPL, AT&T, and Comcast.

The contract for surveying was awarded to Keith and Associates at the November 23, 2010 City Commission meeting.

The contract for Utility Engineering to coordinate the overhead to underground work was entered into January 2013.

Status as of March 23, 2015: Cancelled

Coordination with Utility Engineering, FPL and Keith and Associates on design.



City Attorney's Communication #2015-1547
September 2, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Mark E. Berman, City Attorney
RE: Ordinance /Pompano Beach Cultural Center

Pursuant to your memorandum dated August 28, 2015, Memorandum 15-A113, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH FOR BROWARD CULTURAL COUNCIL CULTURAL INCENTIVE PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.



MARK E. BERMAN

MEB/jrm
l:cor/rect/2015-1547

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH FOR BROWARD CULTURAL COUNCIL CULTURAL INCENTIVE PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between Broward County and the City of Pompano Beach for Broward Cultural Council Cultural Incentive Program, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
9/2/15
L:ord/2015-480

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF POMPANO BEACH, FLORIDA

for

BROWARD CULTURAL COUNCIL
CULTURAL INCENTIVE PROGRAM

FY 2015

<u>INCENTIVE PROGRAM</u>	<u>INCENTIVE NUMBER</u>	<u>AMOUNT</u>
Tourist Development Tax (TDT-CCGP) Capital Challenge Grant	TDT-CCGP03-2015	\$462,350

This Agreement ("Agreement") is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida ("County"), and CITY OF POMPANO BEACH, FLORIDA, a municipal organization in the State of Florida ("Recipient" or "City").

RECITALS

The Broward Cultural Council recommends funding to assist the Recipient with services and approved expenses as specifically set forth in Article 4 and Exhibit A.

The Broward County Board of County Commissioners ("Board") has determined that these expenditures serve a public purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - Agreement shall mean this document, the exhibits attached hereto, and any documents expressly incorporated by reference.
- 1.2 Contract Administrator - The Director of the County's Cultural Division, or his or her successor as designated by the County in writing.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 Scope of Services. Recipient shall perform all work specified in this Agreement inclusive of Exhibit A. Unless stated otherwise in this Agreement, the work required of Recipient includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Recipient's performance impractical, illogical, or unconscionable.

The project(s) consists of the services described in Exhibit A. Recipient shall provide a Project Evaluation Report on the form attached as Exhibit B for each project funded through this Agreement. Recipient shall provide the completed form to the Contract Administrator no later than thirty (30) calendar days after the completion of the term of the project/program on Exhibit A, the expiration or earlier termination of the Agreement, or at the time of the submittal of the final invoice, whichever is earliest. The required completed form shall be submitted along with any and all other documentation that is required under the Agreement but has not previously been submitted. Failure of the Recipient to timely submit a completed Project Evaluation Report shall disqualify the Recipient from consideration for any future grants under the County's Cultural Incentive Program and shall entitle the County to withhold payment of the final invoice without accrual of interest until Recipient has met all requirements of this Agreement and the specific program guidelines under which the Recipient qualified for the funding for the project.

- 2.2 Recipient shall not subcontract any portion of the required services except as may be expressly provided in Exhibit A or as approved in advance by the Contract Administrator, in his or her sole discretion, through a written Change Order or written contract amendment.
- 2.3 Change of Scope Procedures. Recipient acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein.

Upon written request by the Recipient, the Contract Administrator may, if authorized by the County's Administrative Code, approve in writing changes in the categories of expenditures listed in Exhibit A; however, the total amount payable to Recipient may not be modified except pursuant to a written amendment executed by the County Administrator after any required Board approval of funding.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 Term. The Agreement shall become effective on October 1, 2014 (the "Effective Date"), and shall end on September 30, 2019 ("Term"). The construction capital improvement phase activities as provided on Exhibit A ("Construction Phase") shall commence on the Effective Date through September 30, 2016. The programming phase activities as provided on Exhibit A ("Programming Phase") shall commence on the Effective Date through September 30, 2019.
- 3.2 Extensions. The County Administrator is authorized to enter into a written amendment extending this Agreement.
- 3.3 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes. The County's fiscal year commences on October 1 and ends September 30 of the following year.
- 3.4 Time is of the essence for all performance required under this Agreement.

ARTICLE 4
COMPENSATION

- 4.1 For the Term as defined in Article 3, County will pay Recipient up to a maximum of Four Hundred Sixty-two Thousand Three Hundred Fifty Dollars (\$462,350). Payment shall be made only for services actually performed and completed pursuant to this Agreement, as set forth in this Article and Exhibit A, which amount shall be accepted by Recipient as full compensation for all such services. The Recipient acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation on County's obligation to compensate the Recipient for its services under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Recipient's obligation to perform all items of services required under this Agreement. Recipient agrees to provide matching funds as more specifically shown in Exhibit A.

4.2 METHOD OF BILLING AND PAYMENT

- 4.2.1 Invoices. Recipient may submit invoices only for services completed in accordance with Exhibit A. An original of each invoice shall be submitted no more than once monthly, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Payments will be made only on a reimbursement basis after expenses incurred for any required services performed, and the required documentation in Exhibit A submitted with proper invoice to the County. There is no reimbursement for travel expenses or expenses which are not approved expenses as shown on

Exhibit A. Invoices shall be submitted on an approved invoice form provided by the County. If Exhibit A contains a match requirement, the County's obligation under the Agreement is conditioned upon Recipient obtaining and providing that match.

4.2.2 County shall pay Recipient within thirty (30) days of receipt of Recipient's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as amended, as codified in Section 1-51.6, Broward County Code of Ordinances). To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Recipient's failure to comply with any term, condition, or requirement of this Agreement. The parties agree that any amounts so withheld shall not be subject to payment of any interest by County.

4.3 Payment shall be made to Recipient at:

City of Pompano Beach, Florida
Attn: Ernesto Reyes, Interim Budget Officer
100 West Atlantic Blvd.
Pompano Beach, FL 33061

Recipient may change the information in this section by providing written notice of such change to the Contract Administrator in accordance with the "Notices" section in Article 9.

ARTICLE 5 FINANCIAL STATEMENTS

The Recipient shall submit to the County all information required by the Agreement, including the Project Evaluation Report, Exhibit B, and any financial information required by Exhibit B within thirty (30) calendar days after completion of the project or the conclusion of the term of the project/program period, as described in this Agreement. The Recipient is not subject to audited annual financial statement requirements. The Contract Administrator shall be responsible for verifying that services are provided in accordance with any required documentation and the requirements of the Agreement prior to the issuance of any payment to Recipient.

ARTICLE 6 GOVERNMENTAL IMMUNITY

Recipient represents to County for County's reliance that Recipient is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and Recipient agrees to

be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is to be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7 INSURANCE

- 7.1 Recipient represents that it is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to furnish the County, upon execution of this Agreement, with written verification of liability protection in accordance with state of Florida laws. Additionally, if Recipient elects to purchase any additional liability coverage, including excess liability coverage, Recipient agrees that "Broward County" shall be listed as the certificate holder and included as an additional named insured on the certificate.
- 7.2 If Recipient hires subcontractor(s) to perform services, its subcontractor(s) shall be required to endorse "Broward County" as an additional insured on any general liability and excess liability policies.

ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board or County Administrator upon providing written notice to Recipient of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 8.2 County may terminate this Agreement if Recipient is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Recipient has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Recipient has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.
- 8.3 Recipient represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to

Recipient, upon learning that such representation is false or if Recipient or any of its affiliates is placed on the discriminatory vendor list.

- 8.4 This Agreement may also be terminated as provided in Sections 9.4 (Public Entity Crime Act), 9.8 (Assignment and Performance), 9.21 (Contingency Fee), and 9.23 (Force Majeure).
- 8.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.
- 8.6 In the event this Agreement is terminated for convenience by County, Recipient shall be paid for any services properly performed through the termination date specified in the written notice of termination. Recipient acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Recipient, for County's right to terminate this Agreement for convenience, and Recipient hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 9 MISCELLANEOUS

- 9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, media, and other data and documents provided, created or funded in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Recipient hereby grants to County a non-exclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of expiration or earlier termination of this Agreement, any reports, photographs, surveys, media, and other data and documents prepared by Recipient, whether finished or unfinished, shall become the property of County and shall be delivered by Recipient to the Contract Administrator within seven (7) days of expiration or earlier termination of this Agreement by either party.
- 9.2 Audit Right and Retention of Records. Recipient shall, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this section.
 - 9.2.1 County shall have the right to audit the books, records, and accounts of Recipient and its subcontractors that are related to this Agreement. Recipient and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Recipient and its subcontractors shall preserve and make available at reasonable times, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the

Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or for three (3) years after termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

- 9.2.2 As applicable or as may be required by Chapter 119, Florida Statutes, the Recipient shall comply with Florida's Public Records Law. Specifically, the Recipient shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service; (b) provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records; and (e) transfer to the County, at no cost, all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. The failure of Recipient to comply with the provisions of this section shall constitute a default and breach of this Agreement, entitling the County to exercise any remedy available under this Agreement or under applicable law.
- 9.3 Truth-In-Negotiation Representation. Recipient represents that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.
- 9.4 Public Entity Crime Act. Recipient represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Recipient further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Recipient has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Recipient under this Agreement.
- 9.5 Independent Contractor. Recipient is an independent contractor under this Agreement. Recipient shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.6 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.

9.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

Broward County, Cultural Division
Attn: Earl Bosworth, Director
100 S. Andrews Ave., 6th Floor
Fort Lauderdale, Florida 33301
Email address: EBosworth@broward.org
With simultaneous copy of e-mail to JShermer@broward.org

Notice to Recipient:

City of Pompano Beach, Florida
Attn: Ernesto Reyes, Assistant to the City Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33061
Email address: ernesto.reyes@copbfl.com

9.8 Assignment and Performance. Except for subcontracting approved by County as provided in Article 2 or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Recipient without the prior written consent of County. If Recipient violates this provision, County shall have the right to immediately terminate this Agreement. Recipient represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Recipient agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.9 Conflicts. Recipient agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Recipient's loyal and conscientious exercise of the judgment and care required to perform under this Agreement.

Recipient further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Recipient is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Recipient or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Recipient agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

- 9.10 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.
- 9.11 Compliance With Laws. Recipient shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.
- 9.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 9.13 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.
- 9.14 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
- 9.15 Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in

federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, RECIPIENT AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER**

PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.

9.16 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

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

9.18 Payable Interest

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

9.18.2 Rate of Interest. If, for whatever reason, Section 9.18.1 is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.19 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

9.20 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly

authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

- 9.21 Contingency Fee. Recipient represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Recipient, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Recipient. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Recipient under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.
- 9.22 Nondiscrimination. Recipient may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Recipient shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants.
- 9.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reasons of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

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

- 9.24 Multiple Originals. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH,
FLORIDA, FOR BROWARD CULTURAL COUNCIL, TDT-CCGP03-2015

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through the County Administrator, authorized to execute same by Board action, and the Recipient, CITY OF POMPANO BEACH, FLORIDA, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature above
Print Name: _____

By _____
County Administrator

Signature above
Print Name: _____

_____ day of _____, 20____.

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
Andrea S. Froome (Date)
Senior Assistant County Attorney

Print Name and Title above

ASF:dp
2015-08-20 TDT 03-2015 Pompano & Broward.A01
08/20/15
#15-110.08

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH,
FLORIDA, FOR BROWARD CULTURAL COUNCIL, TDT-CCGP03-2015

“RECIPIENT”/“CITY”:

Witnesses: **CITY OF POMPANO BEACH**

_____ By: _____
LAMAR FISHER, MAYOR

_____ By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A
SCOPE OF SERVICES

CITY OF POMPANO BEACH, FLORIDA ("Recipient" or "City"), has been awarded incentive funds under the following incentive program and in the amount specified:

Tourist Development Tax (TDT-CCGP) TDT-CCGP03-2015	\$462,350
---	-----------

Funding for the program shall be paid to Recipient by County in accordance with the following:

Construction Phase: Project Start Date: October 1, 2014, through September 30, 2016

Programming Phase: Project Start Date: October 1, 2014, through September 30, 2019

- I. Project Title for Construction Phase: Construction of a new 21,980 square foot (sq. ft.) Pompano Beach Cultural Center for theater, music, dance and film, digital arts and media (collectively "Project").

SCOPE OF SERVICES: During the Construction Phase of the Term (as defined in Section 3.1), the Recipient shall provide and be responsible for the completion of a construction project. The Recipient shall design and construct the facilities, in phases, which shall be completed with a certificate of occupancy during the Construction Phase of the Term. In conjunction with a new Broward County Public Library ("Library"), the City of Pompano Beach has already designed and shall proceed to construct a new 21,980 sq. ft. Pompano Beach Cultural Center ("Cultural Center") located at 50 West Atlantic Boulevard, Pompano Beach, Florida 33060. The arts will be the core function of the new Cultural Center, intertwining disciplines of theater, music, dance, and film in a performance and event space for creative work and a digital arts and media center.

The Cultural Center will include: 7,000 sq. ft. multi-use performance and event space with capacity for the following:

- (1) 400 people in a theater-style performance setting with retractable, raked seating;
- (2) 275 seated at banquet tables and chairs; or
- (3) 500 people for a standing-room cocktail reception;
- (4) 941 sq. ft. Visual Arts Gallery;
- (5) 2,833 sq. ft. digital arts and media center;
- (6) 3,135 sq. ft. Cultural Center Public Spaces;
- (7) 715 sq. ft. Offices; and;

(8) 1,342 sq. ft. Services

Sub-Total Net Assignable Square Feet ("NASF") - 15,967). (The building construction program for the Pompano Beach Cultural Center is developed as a split-level facility of 15,967 net assignable square feet, with a total gross square footage of 21,980 sq. ft.)

The Recipient shall ensure that the Visual Arts Gallery, which will be located adjacent to the entrance to the performance and event space, provides for visual arts and other exhibitions within a featured location (that is accessible to pedestrians) of the Cultural Center. The Recipient shall ensure that the digital arts and media center build upon (that is classes, lessons, equipment rental programs) and create synergy with the Library which will allow the Cultural Center to provide unique programs and a cultural destination for individuals of all ages and interests. The new Cultural Center will be the centerpiece for implementation of the Recipient's recently approved City's Cultural Arts Master Plan, integrating programming and marketing strategies for: the Cultural Center; the existing 2,900-seat Pompano Beach Amphitheater; the Bailey Arts Center (BaCa) in historic Old Pompano; the Ali Building Cultural Center on Dr. Martin Luther King, Jr. Blvd.; and the Sample McDougald House, one of South Florida's most historic structures.

CONSTRUCTION PHASE (as defined in Section 3.1): The Recipient shall ensure that the required construction related activities are completed within the Construction Phase as follows:

Construction Phase: Project Start Date: October 1, 2014, through September 30, 2016.

Part (A) of Construction Phase: Site Costs: \$500,000
Site Demolition and Erosion Control
Underground Mechanical Plumbing Rough-In
Install New FPL Transformer Electrical
Underground Electric Rough-In
New Underground AT&T and Comcast Service
Set and Hook Up and Main and Switchgear

Part (B) of Construction Phase:
Structural Costs: \$887,050
Form, Rebar, Pour Foundations
Erect Structural Beams (2nd Floor Mezzanine)
Erect Steel Columns (2nd Floor to Roof)
Erect Structural Beams (Roof)
Erect 2nd Floor and Mezzanine Joist
Erect Roof Joist
Place Metal Roof Deck

Prep and Pour 2nd Floor Slab
Erect CMU (2nd Floor to Roof)

The Project for the Construction Phase shall include completion of the following responsibilities: site preparation and development, architectural, engineering, infrastructure, construction services, and construction costs associated with the construction of the new theatre facility including: lobby area; theatre space with seating in the theatre to accommodate a minimum of four hundred (400) audience seats, permanent box office and concession areas, costume and scenic storage and work spaces, dressing rooms, administrative office space, and green room with interior finishes work including theatrical equipment and acoustical systems.

The Recipient shall be responsible for the capital expenses associated with the design and development of the architectural engineering services, site preparation, and construction costs for the construction of a new 21,980 sq. ft. Cultural Center for theater, music, dance and film, digital arts and media.

II. FUNDS

- a. County's maximum not to exceed total funds: \$462,350.
- b. Recipient's total funds: \$924,700.
- c. Match requirements: Dollar for dollar (two dollars of Recipient's cash-to-every one dollar cash match of County).

The Recipient shall provide for a minimum cash match in funds in the amount of Nine Hundred Twenty-four Thousand Seven Hundred Dollars (\$924,700).

- a. County's maximum not-to-exceed total funds: Four Hundred Sixty-two Thousand Three Hundred Fifty Dollars (\$462,350).
- b. Recipient's total funds: Nine Hundred Twenty-four Thousand Seven Hundred Dollars (\$924,700) (two-to-one cash match).
- c. Match requirements: Recipient shall provide a two-to-one cash match:

The Recipient will provide a two-to-one cash match (that is two dollars of Recipient cash for each one dollar of County's cash) in any combination of the following forms: The cash matching portion shall be used solely for the project for which the County's TDT Capital Challenge Grant funds are awarded to the Recipient. The cash match may include: Recipient as the grant applicant's available cash-on-hand earmarked for the project; irrevocable contributions of cash that will be received and obligated by the end of the project period for the Construction Phase; the cost of site acquisition (for owned property) if acquired within three (3) years prior to the date of application by the Recipient as the grant applicant, or the Broward

County Property Appraiser's official assessed valuation if acquired more than three (3) years prior to the date of Recipient's grant application.

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

The Recipient shall first expend its required cash match and County's funds before invoicing for the County's reimbursement share. The County shall not make advance payments to Recipient. No County grant funds may be used as matching funds for another County grant. The Recipient must show proof of spending the requested County's reimbursement funds on qualified expenses described in Paragraph IV., below.

IV. DEFINITION OF UNIT(S) OF SERVICE(S):

Part (A) of Construction Phase: The County will purchase and reimburse Recipient for reimbursable project construction expenses associated with Part (A) up to \$166,667 for Part (A) as described above in Section II. Part (A) reimbursements will only be available after the Recipient has satisfied its two-to-one cash match obligation and provided written documentation as proof to County of such satisfaction for County's review and approval in the discretion of its Contract Administrator.

Part (B) of Construction Phase: The County will purchase and will reimburse Recipient for reimbursable project construction expenses associated with Part (B) up to \$295,683, for Part (B) as described above in Section II. Part (B) reimbursements will only be available after Recipient has satisfied its two-to-one cash match obligation and provided written documentation as proof to County of such satisfaction for County's review and approval in its discretion of its Contract Administrator.

	TDT Funds	Recipient Cash Match Funds 2:1	Total Project
Phase Part A	\$166,667	\$333,333	\$500,000
Phas Part B	\$295,683	\$591,367	\$887,050
Total	\$462,350	\$924,700	\$1,387,050

During the Construction Phase of the Term (as defined in Section 3.1, the County will purchase and will reimburse Recipient for reimbursable project construction expenses associated with Part (A) and Part (B) as described in Section II, up to \$462,350 for the construction phase(s) as described above in Section II., Part (A) and Part (B) only after the Recipient has satisfied its funds' (cash) match obligation, and provided written documentation as proof to County of such satisfaction for County's review and approval in its discretion of its Contract Administrator.

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

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

V. REQUIRED DOCUMENTATION OF SERVICES RENDERED:

Additionally, Recipient shall document the expenditure of the TDT incentive funds and the Recipient's equivalent two-to-one cash match in the qualifying funding categories for each unit of service expended.

Recipient shall provide, as an attachment to each Units of Service Invoice, a brief narrative description of services provided during the billing period and copies of paid invoices for the costs associated with each of the project's construction phases: (i.e., building construction; architectural; engineering; site preparation; structural).

Recipient shall provide a detailed outline of the activities tied to each construction phase completed and invoiced, along with the copies of paid invoices, and corresponding materials documenting the work completed, and provided, during the period covered in the units of service invoice.

Recipient's cash match, in the qualifying funding categories for each unit of service expended, are to be grouped by the same activity categories as those appearing in the scope of services section. The final invoice shall include documentation of the completion of all items not previously submitted, as described in Section II.

Exhibit B - The Project Evaluation Reports due as provided in Article 2.

VI. FUNDING CATEGORIES FOR WHICH COUNTY AND RECIPIENT MATCHING FUNDS MAY BE USED:

FUNDING CATEGORIES	
Cultural Incentive Program Funds	RECIPIENT's Funds or Match
Outside Professional Services	Outside Professional Services
Architectural	Architectural
Engineering	Engineering
Site Preparation	Site Preparation
Structural	Structural
Construction Mechanical Plumbing	Construction Mechanical Plumbing
Electrical	Electrical
Communications Services	Communications Services
	Interior Finishes
	Theatrical Equipment
	Acoustical Systems
MAXIMUM NOT-TO-EXCEED TOTAL: \$462,350	TOTAL: \$924,700

VII. **FUNDED ACTIVITIES:** All funded activities are to occur in Broward County solely during and solely for the construction related activities for the Construction Phase of the Term as stated in Section 3.1. Notwithstanding the date that this Agreement is fully executed by both parties, the Agreement (including all payment obligations) shall commence on the Effective Date stated in Section 3.1 but only after it is fully executed by both parties. The County represents that the Recipient cannot rely upon the funding provided in this Agreement until the Recipient is in receipt of a fully executed Agreement executed by the County, through its County Administrator or Board.

County will not make any payments to the Recipient for the programming activities relating to the Programming Phase; however, the programming requirements are essential terms of this Agreement and Recipient shall comply with them.

VIII. **PROGRAMMING PHASE** (as defined in Section 3.1): The Recipient shall provide for certain programming activities in order to ensure sufficient programming during the post construction and programming phase, including the following:

Program Marketing: In order to ensure sufficient programming (including tourist-related activities) upon final completion of the construction project(s) (facility), Recipient will design and provide a national, regional, and local marketing and advertising campaign to support and promote the project (facility) and the related programming activities and events. Recipient will provide: International marketing which may be performed through the Recipient's website, the internet, and the ArtsCalendar.com website. Recipient will be required by the County to track room

night data as a result of the project and to cooperate with the Greater Fort Lauderdale Convention and Visitors Bureau (GFLCVB) to increase room nights generated by the project.

Market Research: With assistance of the Greater Fort Lauderdale Convention and Visitors Bureau, the Recipient shall perform market research, evaluation and development services, including, but not limited to, surveying patrons and tourists, program attendees, and the local general public, in order to monitor the number of hotel nights generated from the funded project and its subsequent activities and events, to evaluate how the promotional, advertisements activities and events impacted tourists and tourism during the period as described in Section 3.1., and to develop an evaluation report in relation to the programs and project (facility).

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

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

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

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

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

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

Notes:

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

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

Notes:

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

Notes:

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

Notes:

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

Notes:

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

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

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

For Post Construction and Programming Phase Reporting, only:

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

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

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

Notes:

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

Notes:

3. Describe your organization's marketing activities specifically designed to attract tourists. Please be inclusive. Indicate whether your organization, the Greater Fort Lauderdale Convention and Visitors Bureau, or another agency was responsible for each activity.

Marketing Activity	Responsible Party

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

Notes:

AUDIENCE AND TOURISM IMPACT INFORMATION

5. How many individuals attended the organization's TDT project activities? _____
6. What percentage of these attendees were tourists? _____ %
7. How did you determine each of these statistics? Describe the method of computing total attendance and the method for determining the percentage tourists

Notes:

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

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

8. Provide numbers for all applicable categories:

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

9. How did you determine each of these statistics?

--

10. **REQUIRED ATTACHMENTS:**

- _____ Enclose EITHER two (2) quality black and white, OR two (2) color first generation (an original, not a copy) photographs. Electronic/digitized images that clearly document the organization's funded activity are preferred.
- _____ Copies of media buys, including print ads and recordings of electronic media ads.
- _____ Copy of the organization's promotional materials with the Broward County logo Greater Fort Lauderdale and Visitors' Bureau logos and funding statement.
- _____ Attach the geographic location template (excel).

CERTIFICATION

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

To submit this Project Evaluation Report,

Exhibit B, ONLINE

Go to your ACCOUNT profile page, and log on:

https://www.GrantRequest.com/SID_391?SA=AM

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

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

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

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

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

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

**EXHIBIT C
Insurance Requirement**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 1 mil
	Personal Injury		
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$100 k/accident	
<input type="checkbox"/> PROFESSIONAL LIABILITY	Claims-made form w/ Extended Reporting Period of Deductible not to exceed: \$		
<input type="checkbox"/> PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k		Completed Value
	DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<input type="checkbox"/> Installation floater is <i>recommended</i> and if not provided, then Artist is fully responsible for the installation until written acceptance by County.	Maximum Deductible: \$10 k		Completed Value
	CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations/Locations/Vehicles: "Broward County" must be certificate holder and endorsed as an additional insured for general liability, excess liability. REF: Tourist Development Tax Incentive Program TDT-CCGP03-2015 City of Pompano Beach, Florida			

NOTE: Workers' Compensation: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water

CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:

Certificate Holder:
 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 Attention: Jim Shermer – Cultural Division


 Digitally signed by FRANCISCO VASQUEZ
 Date: 2015.09.08 11:30:55 -0400
 Risk Management Division



MEMORANDUM

Risk Management

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED.

COVERAGE

THIS IS TO CERTIFY THAT THE CITY OF POMPANO BEACH IS SELF INSURED, AND SELF ADMINISTERED FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN.

TYPE OF INSURANCE	POLICY Effective	POLICY Expiration	LIMITS
GENERAL LIABILITY	03/01/15	03/01/16	STATUTORY
PRODUCT LIABILITY	03/01/15	03/01/16	STATUTORY
COMPLETED OPERATIONS	03/01/15	03/01/16	STATUTORY
PERSONAL INJURY	03/01/15	03/01/16	STATUTORY
PROFESSIONAL LIABILITY	03/01/15	03/01/16	STATUTORY
AUTOMOBILE LIABILITY	03/01/15	03/01/16	STATUTORY
ANY AUTO	03/01/15	03/01/16	STATUTORY
ALL OWNED AUTOS	03/01/15	03/01/16	STATUTORY
HIRED AUTOS	03/01/15	03/01/16	STATUTORY
WORKERS' COMPENSATION	03/01/15	03/01/16	STATUTORY

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE CITY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE CITY, ITS AGENTS OR REPRESENTATIVES.

Eddie C. Beecher, Risk Manager

CERTIFICATE HOLDER:
Broward County
Broward County Board of Commissioners
Broward Cultural Council Cultural Incentive Program
April 22, 2015

Digitally signed by FRANCISCO VASQUEZ
Date: 2015.08.13 15:58:02 -0400



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2255 Glades Road, Suite #200E Boca Raton FL 33431	CONTACT NAME: PHONE (A/C No. Ext): 561-995-6706 FAX (A/C No.): 561-995-6708 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED POMPBEA-01 City of Pompano Beach PO Drawer 1300 Pompano Beach FL 33061	INSURER A: Underwriters at Lloyd's, London 112300	
	INSURER B: New York Marine And General Insuran 16608	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 738260352** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PK1017214	3/1/2015	3/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$ Self-Insd-Ret \$200,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PK1017214	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Self-Insd-Ret \$200,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess WV SIR \$750,000 Presumptive \$1,000,000			WC2015EPP00262	3/1/2015	3/1/2016	Emp Liab. 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as Additional Insured under the General Liability policy shown above only insofar as permitted by Florida Statute 768.28 and otherwise allowed by law. Additional Insured status is provided as required by written contract and with respect to operations by or on behalf of the Named Assured.

CERTIFICATE HOLDER Broward County Broward County Board of County Commissioners 900 N.W. 31st Avenue Suite 3000 Ft. Lauderdale FL 33311 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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