

**GRANT AGREEMENT
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
AND
CITY OF MARGATE**

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and the City of Margate (Grantee), and it is effective as of the date last signed. The Department and the Grantee are sometimes referred to individually as a "Party" and collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to Specific Appropriation 2367A of the General Appropriations Act for the 2018-2019 State fiscal year of "Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay," to grant funds to the Grantee; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to perform the tasks identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and the Grantee do mutually agree as follows:

A. Tasks and Performance Requirements:

In accordance with line 2367A of the General Appropriations Act for the 2018-2019 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein.

The State funds shall be utilized to acquire commercial office space and to conduct planning and design work for the locally funded demolition of the existing Fire Station #58 and the construction costs associated with its replacement. The performance requirements for both the State-funded and locally-funded portions of the project are specifically described in Attachment 1, Scope of Work (herein referred to as the "SOW").

B. Incorporation of Laws, Rules, Regulations, and Policies:

The Parties shall be governed by applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in Attachment 3, Index of Applicable Laws and Regulations, or otherwise referenced in this Agreement.

C. Performance Period:

The performance period for this Agreement, begins on July 1, 2018, and ends after completion of the deliverables, upon depletion of funding, or upon termination of funding, whichever occurs first, unless terminated earlier in accordance with the terms of this Agreement (Performance Period). No renewals or extensions of the Agreement are permitted.

D. Funding Requirements of Section 215.971(1), Florida Statutes (F.S.):

1. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Performance Period.
2. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
3. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of the Agreement.

E. Payment and Funding Considerations:

1. Compensation. This is a cost reimbursement agreement. This Agreement shall not exceed \$1,000,000, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. The State's and the Department's performance and obligation to pay under this Agreement after June 30, 2019, is contingent upon the fixed capital outlay funding remaining available for use by the Grantee for the purpose specified herein.
2. Payment Process. Subject to the terms and conditions established in this Agreement, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.
4. Taxes. The Department is exempted from payment of State sales and use taxes and Federal Excise Tax. Unless otherwise provided by law, the Grantee, however, shall not be exempted from paying State sales and use taxes to the appropriate governmental agencies or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the 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. The Grantee shall provide the Department its taxpayer identification number upon request.
5. Expenditures. All expenditures must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the State's Reference Guide for State Expenditures (<http://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).
6. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the SOW and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State's Reference Guide for State Expenditures.

7. Interim Payments. Payments will be made to the Grantee only after the Department's acceptance of the deliverable(s) per the deliverable payment points identified in the SOW; however, if the Department determines that circumstances warrant, the Department may accept partial performance and make partial payment for the partial performance.
8. Advance Payments. If authorized by sections 215.422(14) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.
9. Final Invoice. The Grantee shall submit the final invoice for payment to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, in no event may the final invoice be submitted after September 1st following the June 30th ending date of the final State fiscal year for which for the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

F. Governing Laws of the State:

1. Governing Law. The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section V., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
2. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee.

For purposes of subsection b., "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance.

3. Advertising. Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the

Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

4. Sponsorship. As required by section 286.25, F.S., if the Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.
5. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
6. Records Retention. The Grantee shall retain all records that it made or received in conjunction with the Agreement. The Grantee shall retain such records for the longer of five (5) years after the end of the Performance Period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dls.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm), whichever is longer. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.

G. Return or Recoupment of Funds:

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Agreement Manager and made payable to the "Department of Financial Services."
2. Notwithstanding the damages limitations of Section Y., Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in-writing, to an alternative timeframe.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.
4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
5. The Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient contracts and assignments.

I. Employment Eligibility Verification:

1. The Grantee is responsible for payment of costs for, and retention of records relating to, employment eligibility verification. These records are exempt from chapter 119, F.S. Verification requires the following:
 - a) In cooperation with the Governor's Executive Order 11-116, the Grantee must participate in the federal E-Verify Program for Employment Eligibility Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Agreement during the Performance Period. The Grantee agrees to provide the Department, within thirty (30) days of hiring new employees to work on this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website: <https://www.e-verify.gov/>; and
 - b) The Grantee further agrees that it will require each subrecipient and each contractor that performs work under this Agreement to enroll and participate in the E-Verify Program if the subrecipient or contractor hires new employees during the Performance Period. The Grantee shall include this provision in any subrecipient agreement or contract and obtain from the subrecipient(s) or contractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.
2. Compliance with the terms of this Employment Eligibility Verification provision is an express condition of this Agreement, and the Department may treat a failure to comply as a material breach of this Agreement.

J. Nondiscrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Continuing Duty of Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
 - a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
 - b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Agreement Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Agreement Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
 - b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in the SOW or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
4. The Grantee agrees to make payments to any subrecipient or contractor within seven (7) working days after receipt of full or partial payments from the Department, unless otherwise stated in the agreement between the Grantee and the subrecipient or contractor. The Grantee's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Grantee and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due (see section 287.0585, F.S.).

M. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate

control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which, at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make, or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

3. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
5. The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget (see SOW).
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement must be vested in the Department and said property shall be transferred to the Department upon completion or termination of the Agreement unless otherwise authorized in writing by the Department.

N. Requirements Applicable to the Purchase of, or Improvements to, Real Property:

If funding provided under this Agreement is used for the purchase of or improvements to real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law. (See section 287.05805, F.S.)

O. Insurance:

The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All

insurance policies shall be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

Upon execution of this Agreement, the Grantee shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

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.

P. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

Q. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Performance Period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

R. Electronic Funds Transfer:

The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

S. Entire Agreement:

The following documents are attached and incorporated into this Agreement, are considered an integral part of the Agreement, and embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

- a) Attachment 1, Scope of Work;
- b) Pages 1 through 15 of this Agreement;
- c) Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- d) Attachment 3, Index of Applicable Laws and Regulations;
- e) Addendum A, Public Records Requirements (all references in this addendum to "Contractor" shall be read to say "Grantee," and all references to "Contract" shall be read to say "Agreement"); and
- f) Appendix 1, Grantee's resolution and purchase contract.
- g) Appendix 2, Grantee's contract with its contractor for design work.

T. Time is of the Essence:

Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and comply with all other deadlines necessary to perform the Agreement, which include, but are not limited to, attendance of meetings or submittal of reports.

U. Termination:

1. Termination Due to the Lack of Funds.

If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds.

2. Termination for Cause.

The Department may terminate the Agreement if the Grantee fails to:

- a) satisfactorily complete the deliverables within the time specified in the Agreement;
- b) maintain adequate progress, thus endangering performance of the Agreement;
- c) honor any term of the Agreement; or
- d) abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under:

- a) this Agreement; or
- b) applicable program laws, rules, and regulations governing the use of funds under this Agreement.

3. Termination for Convenience.

The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities upon Termination.

If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:

- a) Stop work under this Agreement on the date and to the extent specified in the notice.
- b) Complete performance of such part of the work that has not been terminated by the Department, if any.
- c) Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
- d) Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

V. Dispute Resolution:

Unless otherwise stated in the SOW, disputes concerning the performance under the Agreement shall be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the 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.

W. Indemnification:

1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee:
 - a) written notice of any action or threatened action,
 - b) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and
 - c) assistance in defending the action at the Grantee's sole expense.

The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

X. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

Y. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delays or disruptions to the project in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this Section is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

Z. Severability:

If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

AA. Survival:

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

BB. Execution in Counterparts:

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

CC. Contact Information for Grantee and Department Contacts:**Grantee's Payee:**

City of Margate
5790 Margate Blvd
Margate, FL 33063
954-935-5300
954-935-5211
mbeazley@margatefl.com

Grantee's Agreement Manager:

Michael Wright
5790 Margate Boulevard
Margate, FL 33063
954-935-5309
Fax: 954-971-4561
mwright@margatefl.com

Department's Agreement Manager:

Melissa Dembicer
200 E. Gaines Street
Tallahassee, FL 32399-0340
850-413-3606
850-922-1235
Melissa.Dembicer@myfloridacfo.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will provide written notice to the other Party of such change. Such changes shall not require a formal amendment to the Agreement.

DD. Notices:

The contact information provided in the immediately preceding Section shall be used by the Parties for all communications under this Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice shall be deemed to have been given:

- a) when personally delivered;
- b) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid);

- c) the day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or
- d) on the date actually received or the date of the certification of receipt.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly-authorized officials.

CITY OF MARGATE

DEPARTMENT OF FINANCIAL SERVICES

By _____
Signature

Tommy Ruzzano
Title _____
Mayor

Date _____

By _____
Signature

Peter Penrod
Title _____
Chief of Staff

Date _____

By _____
Signature

Cale Curtis
Title _____
City Manager

Date _____

Attachment 1

SCOPE OF WORK

- 1. Project Description.** Line 2367A of the General Appropriations Act for the 2018-2019 State fiscal year provides for the appropriation of \$1,000,000 to the Grantee to combine with local funds for the design and construction of the replacement of Fire Station #58 to serve the needs of the local community.

Due to permitting constraints at the site of Fire Station #58, that site is inadequate to accommodate the anticipated expansion of the fire station; therefore, funding under this Agreement will be used, in part, for the acquisition of commercial office buildings, located at 1829, 1831, 1833, 1835, 1837, and 1839 Banks Road, Margate, Florida 33063, for use as office space for Fire Department administrative offices, Logistic Supply and EMS offices, and a Training/EOC Training room. In addition, funding under this Agreement will be used for the planning and design of the replacement of Fire Station #58. Local funds will be used for the costs of demolition and construction of the replacement of Fire Station # 58, located at 600 Rock Island Road, Margate, Florida 33063, which includes permitting; demolition of the existing structure on that property (inclusive of any abatement/cleanup required by law in conjunction with that demolition); and construction (including site work) of the replacement fire station. The replacement fire station will include 2 bays, kitchen/dining/day room, living quarters, restrooms, gym, offices, and ancillary areas for storage. The project includes the purchase of temporary facilities (e.g. canopies to cover Fire Engine/Rescue Vehicle and Storage Containers for Fire Rescue Supplies/Equipment) to protect equipment during the construction phase, and which may remain in place post-construction. The project costs are estimated at \$6,118,000. The Grantee will expend \$5,118,000 in local funds.

- 2. Grantee Responsibilities.**

- a. Complete the planning and design tasks for the construction of the replacement fire station.
- b. Submit to the Department, prior to beginning demolition of Fire Station #58 and construction of the replacement fire station, copies of:
 - i. ownership documents;
 - ii. demolition plans, if any;
 - iii. construction plans;
 - iv. required permits;
 - v. notice of commencement of demolition and/or construction;
 - vi. contracts and subcontracts in furtherance of this Agreement; and
 - vii. written evidence that all services were competitively procured to the extent required by law.
- c. Using State funds, to the extent those funds are available, complete the acquisition of the commercial office space per Deliverable 1 requirements and complete the planning and design tasks per Deliverable 2 requirements. Using local funding, complete the construction of the replacement fire station. Each of these three (3) aspects of the project must be completed in accordance with the requirements set forth in this Agreement and applicable local, State (including, but not limited to, Chapter 255, F.S.), and federal laws and regulations.
- d. Provide a completed budget to the Department's Division of State Fire Marshal that accounts for all funding for the project.

- e. Provide the Department with any amendments made to the contract and subcontracts issued in furtherance of this Agreement. Note: It will be in the Department's sole discretion to determine whether such amendments require a written amendment to this Agreement.

3. Department's Responsibilities.

- a. Review the Grantee's reports, invoices, and other records and reconcile them to supporting records.
- b. Monitor the Grantee's progress as it deems necessary, which may include site visits, to verify that the deliverable is being performed in accordance with this Agreement.
- c. Process payments to the Grantee for costs that are allowable, reasonable, and necessary.

4. Deliverable.

The Grantee agrees to provide the following deliverables:

Deliverable 1 – Acquisition of Commercial Office Space for Fire Department Administration and Emergency Operation Center		
Tasks	Documentation	Financial Consequences
<p>Acquisition of commercial office space located at 1829, 1831, 1833, 1835, 1837, and 1839 Banks Road, Margate, Florida</p> <p>Grantee's resolution and purchase contract are attached as Appendix 1.</p>	<p>1) Invoice package in accordance with Section 6, below.</p> <p>2) Grantee shall submit:</p> <ul style="list-style-type: none"> a. Documents evidencing the acquisition including the Intent to Sell, purchase contract, recorded deed, and all other documents evidencing the acquisition. b. Copies of invoice(s) for payment under the acquisition. c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued. 	<p>Failure to complete this deliverable as specified within this SOW will result in non-payment of the invoiced amount.</p>
COST FOR DELIVERABLE 1 NOT TO EXCEED \$940,000		

Deliverable 2 –Planning and Design Tasks for the Replacement Fire Station.

Tasks	Documentation	Financial Consequences
Complete all planning and design tasks for the replacement fire station. Grantee's contract with its contractor for design work is attached as Appendix 2.	3) Invoice in accordance with Section 6, below. 4) Grantee shall submit: a. Documents evidencing the procurement of the design/architectural contractor. b. Copies of invoices for payment under the design/architectural contract. c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's contractor. d. Copy of the signed and sealed design/architectural plans.	Failure to complete this deliverable as specified within this SOW will result in non-payment of the invoiced amount.
COST FOR DELIVERABLE 2 NOT TO EXCEED \$60,000		
TOTAL COST FOR DELIVERABLES 1 AND 2 NOT TO EXCEED \$1,000,000		

5. Reconciliation Report.

Pursuant to section 215.971, F.S., the Department's Agreement Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Agreement Manager requests documentation from the Grantee's Agreement Manager for this purpose, Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request.

6. Invoice Submittal and Payment Schedule.

The Grantee shall provide one (1) itemized invoice per month for all portions of the deliverable rendered during that period of time. After receipt of the invoice, and in accordance with the payment provisions established in Section E of the Agreement, the Department shall disburse the amount of funds approved by the Department.

The Grantee shall submit the following documents with the itemized invoice:

- i. A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
 - a) are specifically for the two deliverables as they pertain to the project represented to the State in the budget appropriation;
 - b) are for one or more of the two deliverables listed in Section 4, Deliverable;
 - c) have been paid; and
 - d) were incurred after July 1, 2018, and prior to the end of the Performance Period.
- ii. All documentation (specified in Section 4, Deliverable) necessary to demonstrate that progress on the project has been made and the work being invoiced has been completed in accordance with the requirements of this Agreement.

The Department may require any other information from the Grantee that the Department deems necessary to verify performance in accordance with this Agreement.

7. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Failure to complete the required duties outlined in the SOW as they pertain to Deliverables 1 and 2 shall result in the rejection of the invoice. This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

8. Disposition of Property.

- a. Pursuant to Section M, Nonexpendable Property, of this Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein; and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Upon satisfactory completion of the requirements of this Agreement, the Grantee is authorized to retain ownership of the real property improved under this Agreement;

however, for five (5) years thereafter the Grantee must provide written notice to the Department of any circumstance that:

- i. will impact or has impacted, in any way, Grantee's ownership of such property; or
- ii. will modify or has modified the use of such property from the purposes authorized herein.

Such notice must be provided within ten (10) business days of learning of the event that will result or has resulted in either circumstance. If either of these circumstances arise, the Department will have the right, within its sole discretion, to demand that the Grantee reimburse the Department for part or all of the funding provided to the Grantee under this Agreement.

9. Failure to Confirm Progress of the Project or Failure to Timely Complete the Project.

- a. Though use of State funding is limited to use for Deliverables 1 and 2, the Grantee must provide all documentation necessary for the Department's confirmation of continuing progress on the project and completion of the project and must facilitate the Department's ability to oversee the project progress through to completion of the project.
- b. Upon completion of the project, the Grantee shall submit to the Department a copy of the Certificate of Occupancy and photos of the completed project. If the Grantee fails to complete the project within five (5) years after the total maximum amount for Deliverable 2 has been paid, the Department will have the right, in its sole discretion, to demand that the Grantee reimburse the Department for part or all of the funding provided to the Grantee under this Agreement.

- End of Attachment 1 (Scope of Work) -

ATTACHMENT 2



Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. 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 Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 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 Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

2. Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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.
3. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
4. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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 Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Melissa.Dembicer@myfloridacfo.com

or

Paper (hard copy):
Melissa Dembicer
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

- 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

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

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

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Local Government Fire Service Grants

State Awarding Agency: State of Florida, Department of Financial Services

Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants,
43.009

Amount: \$1,000,000

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement #FM441 between the Grantee and the Department, entered in State Fiscal Year 2018-2019.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.135, F.S. (scrutinized companies lists)
Sections 11.062 and 216.347, F.S. (prohibition on gifts)
Chapter 119, F.S. (public records and exceptions to disclosure)
Section 286.25, F.S. (sponsorship)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:

Section 215.971, F.S., Agreements Funded with Federal or State Assistance
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 20.055, F.S. (audit investigations)

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C., if applicable (MyFloridaMarketPlace)
Section 273.02, F.S. (nonexpendable tangible personal property)
Chief Financial Officer Memo No. 2 (2012-13), Contract and Grant Reviews and Related Payment Processing Requirements
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)

Appendix 1

Grantee's Resolution and Purchase Contract

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 19- 128

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF COMMERCIAL REAL PROPERTY, LOCATED AT 1829, 1831, 1833, 1835, 1837, AND 1839 BANKS ROAD MARGATE, FLORIDA, OWNED BY ABHJ REALTY, LLC, IN THE AMOUNT OF \$918,000, FOR USE AS OFFICE SPACE FOR THE FIRE ADMINISTRATION AND OTHER COMPONENTS OF THE MARGATE FIRE DEPARTMENT; AUTHORIZING ASSOCIATED COSTS TO INCLUDE BUT NOT BE LIMITED TO INSPECTIONS, APPRAISAL, CLOSING COSTS, TITLE, INSURANCE, OFFICE EQUIPMENT, TECHNOLOGY, AND FURNITURE; AUTHORIZING THE MAYOR AND CITY MANAGER, AND APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACTS AND ANY OTHER APPROPRIATE DOCUMENTS TO COMPLETE THE SALE, AND ACQUISITION ON BEHALF OF THE CITY OF MARGATE; PROVIDING FOR DUE DILIGENCE; PROVIDING FOR EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, hereby approves an Agreement to purchase commercial real property, identified on Exhibit "A" to the Agreement, and all fixtures and articles of personal property, identified on Exhibit "C", subject to completion of all due diligence, located at 1829, 1831, 1833, 1835, 1837 and 1839 Banks Road, Margate, Florida, owned by ABHJ Realty, LLC, in the amount of \$918,000 for use as office space for the Fire Administration and other components of the Margate Fire Department.

SECTION 2: That the City Commission of the City of Margate, Florida hereby authorizes the associated costs to include but not be limited to inspection, appraisal, closing costs, title, insurance, office equipment, technology, and furniture.

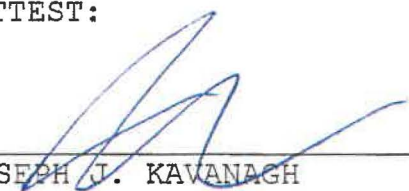
SECTION 3: That the Mayor and City Manager are hereby authorized and directed to execute the contracts for the above


properties, and the administration is authorized to issue a purchase order for associated costs.

SECTION 4: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 4TH day of DECEMBER, 2019.

ATTEST:



JOSEPH J. KAVANAGH
CITY CLERK

MAYOR TOMMY RUZZANO

RECORD OF VOTE

Caggiano	<u>YES</u>
Simone	<u>YES</u>
Arserio	<u>YES</u>
Schwartz	<u>YES</u>
Ruzzano	<u>YES</u>

Appendix 2

Grantee's Contract with its Contractor for Design Work

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2019 ("Agreement") by and between the City of Margate, a Florida municipal corporation, whose post office address is 5790 Margate Blvd., Margate, Florida 33063 (hereinafter referred to as "PURCHASER") and ABHJ REALTY, LLC., a Florida limited liability company, whose post office address is PO Box 4500, Manhasset, NY 11030. (hereinafter referred to as "SELLER").

WITNESSETH

In consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement for Purchase and Sale shall have the following meanings:

1.1 Property. That certain property located at 1829, 1831, 1833, 1835, 1837 & 1839 Banks Road, Margate, Florida 33063, together with all of Seller's interest in any buildings thereon and attached personal property (collectively the "Property") which Property is more particularly described with the legal description in Exhibit "A," attached hereto and made a part hereof.

1.2 Closing. The delivery of a Special Warranty Deed to PURCHASER concurrently with the delivery of the purchase price and other cash consideration to SELLER.

1.3 Closing Date. The Closing Date shall occur on or before Thirty (30) days subsequent to the expiration of the Inspection Period as hereinafter defined.

1.4 Deed. A Special Warranty Deed, in the form attached hereto as Exhibit "B", which shall convey the Property from SELLER to PURCHASER.

1.5 Earnest Money. The sum of Five Thousand and 00/100 (\$5,000.00) Dollars has been delivered from PURCHASER to Escrow Agent pursuant to Section 2.1 set forth herein.

upon its execution by all parties to this Agreement: SELLER, PURCHASER and the Escrow Agent.

1.7 SELLER'S Address. Seller's mailing address is PO Box 4500, Manhasset, NY 11030..

1.8 PURCHASER'S Address. Purchaser's mailing address is 5790 Margate Blvd., Margate, Florida 33063, with copy to Goren, Cherof, Doody & Ezrol, P.A., Attn: Donald J. Doody, Esq., at 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308.

1.9 Other Definitions. The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE.

Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property previously identified on Exhibit "A" for the total Purchase Price of NINE HUNDRED EIGHTEEN THOUSAND and 00/100 (\$918,000.00) Dollars and upon and subject to the terms and conditions hereinafter set forth.

2.1 Earnest Money. Concurrently with the execution of this Agreement, PURCHASER shall deposit and cause to be placed in an escrow account maintained by Goren, Cherof, Doody & Ezrol, P.A. ("Escrow Agent") in the amount of Five Thousand (\$5,000.00) Dollars (the "Earnest Money").

Purchaser's obligation to close the transaction in accordance with provisions of this Agreement is contingent upon the SELLER'S ability to deliver good and marketable title for the Property in accordance herewith. Should the SELLER default hereunder, the PURCHASER shall be entitled to an immediate refund of the entire sum of the Earnest Money held by the Escrow Agent. At Closing, a copy of the closing statement signed by both parties hereto shall be conclusive evidence of the SELLER'S right to receive the Earnest

Money deposit.

2.2 Balance of Purchase Price. PURCHASER shall pay the balance of the Purchase Price to SELLER at Closing pursuant to the terms of this Agreement by check or wire transfer of readily negotiable funds to an account identified in writing by SELLER.

2.3 The Purchase includes all of Seller's interest in:

- (a) All buildings and improvements located on the Property;
- (b) All right-of-ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;
- (c) All right, title and interest, if any, of SELLER in any Property lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining Property to the center line thereof. The sale also includes any right of SELLER to any unpaid award to which SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of SELLER and (2) for any damage to the Property due to change of grade of any street or highway. SELLER will deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the conveyance of title and the assignment and collection of award and damages;
- (d) All fixtures and articles of personal property, if any, attached to or located at the Property and used by Seller in connection with the Property as more particularly identified on Exhibit "C" (personal property) as provided by SELLER, which is attached hereto and made a part hereof. SELLER represents that such fixtures and articles are paid for and are owned by SELLER free and clear of any lien or encumbrance.
- (e) To the extent transferable, all licenses, permits, contracts and leases, if applicable, with respect to the property.

Specifically excluded are any tenants' personal property located at the Property.

3. INSPECTIONS.

PURCHASER shall have sixty (60) days commencing on the Effective Date to perform inspections of the property as the PURCHASER deems necessary ("Inspection Period"). During the Inspection Period, PURCHASER shall, at PURCHASER'S sole cost and expense, determine that utility services including, water, waste water, electric, telephone

and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the property lines. At all times during the Inspection Period, PURCHASER and PURCHASER'S agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior Notice to SELLER. Access must be scheduled with SELLER and shall be subject to the rights of existing tenants. However, access shall be made available so as to not delay the PURCHASER'S inspections. The scope of the inspection contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances, provided no intrusive testing may be done without the prior approval of SELLER, not to be unreasonably withheld. This Agreement is contingent upon PURCHASER, at PURCHASER'S sole cost and expense, obtaining and accepting a satisfactory Phase I Environmental Audit. If PURCHASER desires and if deemed necessary at its discretion and with SELLER'S consent, a Phase II Environmental Audit will be granted for an additional sixty (60) days for inspections. Such work may not be performed without the prior approval of SELLER, not to be unreasonably withheld. In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during this Inspection Period prove unsatisfactory in any fashion, the PURCHASER, at PURCHASER'S sole discretion, shall be entitled to terminate this Agreement prior to the end of the sixty (60) day Inspection Period. PURCHASER shall (i) keep the Property free of any liens or third-party claims resulting therefrom; (ii) promptly restore as nearly as practicable the Property substantially to its condition immediately before such exercise; (iii) promptly upon receipt provide to Seller copies of all repairs or information generated by PURCHASER or its agent, including without limitation the Title Commitment, Survey, environmental and property condition reports.. The provisions of this Subsection shall survive the termination of this Agreement. PURCHASER also agrees to indemnify and hold SELLER harmless from any losses, claims, costs, and expenses, including reasonable attorney's fees, which may result from or be connected with any acts or omissions of PURCHASER during inspections that are done pursuant hereto. PURCHASER will provide written notice by email or facsimile to SELLER and/or SELLER'S counsel and receive an immediate refund of all Earnest Money deposits plus interest paid hereto in the event the PURCHASER determines that the Property is unsuitable during the Inspection Period or proceed to Closing as set forth herein.

4. SELLER'S REPRESENTATIONS.

To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the SELLER'S knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) shall survive the Closing. In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

4.1 At all times from the Effective Date until prior to Closing, SELLER shall keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

4.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

4.3 SELLER has full power and authority to enter into this Agreement and to assume and perform SELLER'S obligations hereunder in this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

4.4 SELLER represents that SELLER will not, between the date of this

Agreement and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create by SELLER'S consent to any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

4.5 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee, other than _____, whose lease is scheduled to expire on December 1, 2019.

4.6 To the best of SELLER's knowledge, Hazardous Materials (as defined below) are not present at, in, on or under the Property, any Site, or any part thereof in violation of any Environmental Laws (as defined below).. The Seller has not received any notice of or information reflecting any violation of Environmental Laws (as defined below) related to the Property or any Site (or any portion thereof) or the presence or release of Hazardous Materials on or from the Property or any Site (or any portion thereof) in violation of any Environmental Laws. No clean up, investigation, remediation, administrative order, consent order, agreement or settlement is in existence with respect to the Property or any Site, to the knowledge of SELLER, is any such investigation, remediation, administrative order, consent order, agreement or settlement threatened, planned or anticipated. The SELLER has not engaged in or permitted any release, spill, generation, disposal, storage, or handling of any Hazardous Materials on the Property, any Site, or any part thereof. There are no underground storage tanks located on, in, or under the Property or any Site. The term "Environmental Law or Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Appendix 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 9601, et. seq.), and the Toxic Substances Control Act, as amended (15 U.S.C. 2601, et. seq.) and all other federal laws and regulations governing the environment, including laws relating to petroleum and petroleum products, together with their implementing guidelines, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws and regulations

recited above or that purport to regulate Hazardous Materials. The term "Hazardous Materials" means, without limitation, any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law, including without limitation, flammable, explosive or radioactive material, lead paint, asbestos, PCBs, urea formaldehyde, medical waste, radioactive waste, mold, petroleum and petroleum products or constituents, methane and any other toxic or hazardous material. SELLER will give immediate oral and written notice to PURCHASER of SELLER's receipt of any written notice involving a violation threat of violation or suspected violation of any Environmental Law. Seller has no knowledge of any tenant or occupant at the Property who is storing any Hazardous Materials at the Property or any Site.

5. EVIDENCE OF TITLE.

5.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a Special Warranty Deed, title to the subject Property. PURCHASER shall, within fifteen (15) days of the commencement of the Inspection Period, secure a title insurance commitment issued by a title insurance underwriter approved and selected by PURCHASER for the Property insuring PURCHASER'S title to the Property subject only to those exceptions set forth in the commitment. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

PURCHASER shall have fifteen (15) days from the date of receiving said commitment to examine the title commitment. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER, prior to ten (10) days of expiration of the Inspection Period, shall notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing (a "cure notice") stating either (1) that the objection has been cured and in such case enclosing evidence of

such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent shall be immediately returned to PURCHASER; or (b) accept such title as Seller is able to convey with a reduction or abatement of the Purchase Price.

5.2. Survey and Legal Description. Within ten (10) days of the commencement of the Inspection Period, PURCHASER at PURCHASER'S own expense shall order: (i) a survey prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the Property, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property. If the legal description generated by PURCHASER varies from the legal description by which SELLER acquired the Property, SELLER will convey the new legal description by quit claim deed and the original legal description by Special Warranty Deed. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Property. The survey shall be certified to PURCHASER, SELLER and the title insurance company issuing the title insurance.

In the event the survey shows any material encroachments, strips, gores, or any portion of the land non-contiguous to any other portion of the Property or any other matter materially affecting the intended use of the Property or marketability of title to the Property (any such matter is herein called a "survey objection" and treated as a title defect), PURCHASER shall have a period until the earlier of thirty (30) days after receipt of the survey by PURCHASER or the expiration of the Inspection Period within which to approve or disapprove any survey objection and to give notice to SELLER of any disapproval thereof indicating in reasonable detail the nature and reasons for PURCHASER'S objection. PURCHASER agrees that it will

not arbitrarily or unreasonably withhold its approval of any such survey objection and that PURCHASER will attempt to approve any such survey objection which does not affect the marketability of title or materially interfere with PURCHASER'S use of the Property. In the event PURCHASER provides a notice of disapproval of a survey objection to SELLER, the rights and obligations of the parties respecting such survey objections shall be governed by Section 5.1 hereof such that the parties shall have the same rights and objections as though such survey objection objected to was a new exception to title which was discovered and objected to within the contemplation of Section 5.1.

6. **PURCHASER'S REPRESENTATIONS.**

PURCHASER hereby represents and warrants to the best of PURCHASER'S knowledge that all of the following are true and correct:

(a) PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

(b) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the corporate or organizational documents of PURCHASER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the PURCHASER is a party.

(c) No action by any federal, state or other governmental department, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

7. **CONDITIONS PRECEDENT TO CLOSING.**

Each of the following events or occurrences ("Conditions Precedents") shall be a condition precedent to PURCHASER'S obligation to close this transaction:

- (a) That the PURCHASER has not notified the SELLER that it has deemed the property to be unsuitable for its intended purpose as a result of the Investigations conducted on the Property during the Inspection Period.
- (b) SELLER has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey clear and marketable title of the Property to PURCHASER, prior to closing.
- (c) The existing tenant shall have vacated the Property. If tenant remains in place, either party may extend the closing for up to thirty (30) calendar days. If tenant remains in possession on the extended closing date, SELLER shall be responsible for conveying the Property free and clear of any leasehold interest.

8. **RISK OF LOSS.**

Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the deed described in Paragraph 5.1 hereof is delivered by SELLER to PURCHASER. In the event any portion of the Property is destroyed, rendered unleaseable or dysfunctional by fire or other casualty then the following shall apply:

- (a) If the damage, as determined by the insurance adjuster, is not more than Ten Thousand and 00/100 Dollars (\$10,000.00): (i) PURCHASER shall complete settlement and all insurance proceeds relating to the improvements damaged by such casualty loss shall be paid to the PURCHASER, and (ii) SELLER shall assign to PURCHASER on the date of Closing the full amount of any proceeds payable under SELLER'S fire and extended coverage insurance policy

applicable to said damage;

(b) If the damage, as determined by the insurance adjuster, is more than Ten Thousand and 00/100 Dollars (\$10,000.00) DOLLARS, PURCHASER shall have the option to (i) complete the settlement hereunder and collect all available insurance proceeds relating to the improvements damaged by such casualty loss, in which case SELLER shall pay to PURCHASER on the date of Closing the full amount of any deductible under SELLER'S fire and extended coverage insurance policy, or (ii) terminate this Agreement and receive a refund of entire deposit and interest. SELLER warrants that it shall maintain until the date of the Closing adequate "All Risk" property insurance; and:

(c) In the event the Property, or any portion thereof, is condemned by any governmental authority under its power of eminent domain or becomes the subject of a notice of condemnation, prior to Closing, PURCHASER may elect to terminate this Agreement, in which event the entire deposit and interest shall be returned to PURCHASER and neither party shall have any further claim against the other, or PURCHASER may elect to complete settlement hereunder, in which event SELLER shall assign to PURCHASER all of SELLER'S right, title and interest in and to any condemnation awards, whether pending or already paid applicable to the loss of the real property and the improvements located thereon, and there shall be no adjustment to the Purchase Price.

9. CLOSING DOCUMENTS.

At closing, SELLER shall deliver to PURCHASER a Special Warranty Deed, Quit Claim Deed, if applicable, Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form all in the attached hereto as Exhibit "B" Seller's Closing Documents and any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance

[2019-195/563035/5]

{00322630.7 1612-0207815}

of good and marketable fee simple title of the Property to the PURCHASER.

10. CLOSING COSTS, TAXES AND PRORATIONS.

10.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Broward County Tax Collector's Office.

10.2 Seller's Closing Costs. SELLER shall pay for the following items prior to or at the time of closing:

a) Cost and expense related to and providing marketable title as provided herein,

b) Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes, and

10.3 Purchaser's Closing Costs. PURCHASER shall pay for the following items prior to or at the time of Closing:

a) Costs associated to appraisals, survey, environmental reports (phase I and phase II), and

b) Recording fees of the Warranty Deed and any other instrument as required to be recorded in the Public Records.

c) Title Update and Owner's Title Insurance Policy

Each party shall be responsible for its own legal fees.

11. CLOSING DATE AND PLACE.

The Closing will take place on or before thirty (30) days subsequent to the expiration of the Inspection Period at the law offices of Goren, Cherof, Doody & Ezrol, P.A located at 3099 E. Commercial Blvd., Suite 200, Fort Lauderdale, Florida 33308. At the option of either party, the Closing shall be an escrow closing.

12. DEFAULT.

In the event of a default by SELLER, PURCHASER shall have the election of the following remedies, which shall include the return of the earnest money, and accrued interest

as liquidated damages or equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, all monies on deposit and interest earned on the deposit shall be immediately forfeited to SELLER. PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER'S sole and entire remedy shall be restricted to retention of the deposit.

Other than a failure to timely close as and when required, neither party shall be entitled to exercise any remedies for a default by the other party unless notice of such default has been given and more than five (5) business days have passed and the default has not been cured.

13. CONTINGENCIES. PURCHASER'S obligations under the Agreement is contingent upon the following which other than (b) shall be deemed satisfied or waived upon the lapse of the Inspection Period:

(a) That the PURCHASER is fully satisfied with its due diligence investigation conducted during the Investigation Period.

(b) The conveyance of clear and marketable title to the property.

(c) That the environmental audit is satisfactory and acceptable to PURCHASER.

(d) The City Commission of the City of Margate approves and authorizes the transaction and this Agreement. PURCHASER agrees to notify SELLER upon approval or denial by the City Commission of the City of Margate.

(e) Two appraisals of the property, acceptable to the City Manager of the City of Margate. In the event the appraised value is LESS than the Purchase Price, then in that event the PURCHASER shall be afforded the right to seek a reduction in the Purchase Price by providing written notice to the SELLER. SELLER shall have ten (10) calendar days to accept (Acceptance Period) the reduced Purchase Price. Upon expiration of the ten (10) day Acceptance Period, should SELLER refuse to reduce the Purchase Price to the appraised value of the Property, PURCHASER may elect to close in accordance with the terms set forth in this Agreement or terminate the Agreement and immediately have all earnest monies returned to it and this Agreement shall be deemed null and void.

14. **REAL ESTATE COMMISSION.**

SELLER and PURCHASER hereby represents and warrants that both parties have not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby except for Alan Kaye of Douglas Elliman Real Estate as LISTING agent and Richard Speno of Preferred Realty, Inc., as PURCHASER's agent. SELLER hereby indemnifies PURCHASER and agrees to hold PURCHASER free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which PURCHASER shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and Purchase of the Property contemplated herein. SELLER is responsible for a six percent (6%) Real Estate commission fee per agreement with listing agent.

15. **ENFORCEABILITY/TIME IS OF THE ESSENCE.**

If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement. **Time is of the essence of this Agreement;** however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

16. **NOTICE.**

All written notices shall be deemed effective if sent to the following places:

PURCHASER: City of Margate
5790 Margate Blvd.
Margate, Florida 33063
Attn: Cale Curtis, City Manager

With Copy to: Janette M. Smith, Esq.
City of Margate
5790 Margate Boulevard
Margate, Florida 33063
Tel: (954) 935-5305
And
Donald J. Doody, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308
Tel. (954) 771-4500

SELLER: ABHJ REALTY, LLC.
1835 Banks Road
Margate, FL 33063
Attn: Jay Levy

With a Copy to: Lloyd Granet, P.A.
2295 NW Corporate Blvd., Suite 235
Boca Raton, FL 33431
(561) 999-9300

ESCROW AGENT: GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, #200
Fort Lauderdale, Florida 33308

All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) delivered in person to the address set forth above for the party to whom the notice was given; or (iii) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as FedEx, Airborne Express, or United Parcel Service, addressed to such party at the address specified above. Notices shall be effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused. For

purposes of this Section the addresses of the parties for notices are as set forth above unless changed by similar notice in writing given by the particular party whose address is to be changed).

17. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Federal or State Courts in Broward County, Florida.

18. ASSIGNABILITY. PURCHASER may not assign this Agreement without the consent of SELLER not to be unreasonably withheld. It shall be reasonable for SELLER to withhold its consent to any assignment noticed less than five (5) business days before Closing. PURCHASER shall not be released upon any assignment.

19. ENTIRE AGREEMENT.

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

20. AMENDMENT.

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

21. SUCCESSORS.

This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER.

22. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

23. LITIGATION COSTS:

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.

24. RADON GAS:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

25. JURY WAIVER. PURCHASER and SELLER do hereby knowingly, voluntarily and intentionally waive their right to a trial by jury in respect of any litigation based hereon, or arising out of, or under, or in connection with this Agreement, the documents delivered by PURCHASER at Closing or seller at Closing, or any course of conduct, course of dealings, statements (whether oral or written) or any actions of either party arising out of or related in any manner with this Agreement or the property (including without limitation, any action to rescind or cancel this Agreement and any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable). This waiver is a material inducement for parties to enter into and accept this Agreement and the documents delivered by PURCHASER at Closing and shall survive the Closing of termination of this Agreement.

26. TAX FREE EXCHANGE. Each party reserves the right to use the contemplated transaction as part of an IRS Section 1031 exchange. The non requesting party agrees to cooperate in effecting the exchange and will execute any documents reasonably requested to effect the exchange, provided they do not: delay the Closing; change the nature of the transaction or a party's responsibilities hereunder; or create any

liability or result in a cost to the non requesting party. The requesting party shall pay all costs associated with the exchange, and shall indemnify and hold the non requesting party harmless from all liability arising from the exchange. This covenant shall survive the Closing and acquisition of replacement property.


27. **RECORDATION.** Neither this Agreement nor any memorandum nor any other summary of this Agreement shall be placed in the Official Records of Broward County without the prior written consent of Seller.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated above:

PURCHASER:


City of Margate

By: 
Anthony N. Caggiano, Mayor
Tommy Ruzzano

Signed on: 12/6, 2019

SELLER:

ABHJ REALTY, L.L.C.

By: 
Jay Levy, Manager

Signed on: 12/3, 2019

ESCROW AGENT

Accepted and Agreed to:
GOREN, CHEROF, DOODY & EZROL, P.A.

By: Donald J. Doody

Signed on: _____, 2019

ACKNOWLEDGMENT AND AGREEMENT BY THE AGENT

The undersigned joins in execution of this Agreement for the purpose of representing and warranting to Purchaser and Seller that the undersigned (i) is a duly licensed real estate broker under the real estate licensing act(s) of the State of Florida and any applicable regulations, (ii) is duly authorized to earn and receive a commission in connection with the transaction evidenced by this Agreement, and (iii) acknowledges and agrees to the terms and provisions of Article 14 hereof, including, without limitations, the entitlement to commission only accruing only upon a final Closing of the transaction. The undersigned shall indemnify and hold Purchaser and Seller harmless from any loss, liability, damage, cost or expense (including attorneys' fees) resulting by reason of a breach of the representations and warranties made herein.

BROKER:

Douglas Elliman Real Estate as listing agent (Alan Kaye)

DOUGLAS ELLIMAN REAL ESTATE

By: _____

Alan Kaye

Print name: _____

ALAN KAYE

Date: _____

12/7/19

ACKNOWLEDGMENT AND AGREEMENT BY THE AGENT

The undersigned joins in execution of this Agreement for the purpose of representing and warranting to Purchaser and Seller that the undersigned (i) is a duly licensed real estate broker under the real estate licensing act(s) of the State of Florida and any applicable regulations, (ii) is duly authorized to earn and receive a commission in connection with the transaction evidenced by this Agreement, and (iii) acknowledges and agrees to the terms and provisions of Article 14 hereof, including, without limitations, the entitlement to commission only accruing only upon a final Closing of the transaction. The undersigned shall indemnify and hold Purchaser and Seller harmless from any loss, liability, damage, cost or expense (including attorneys' fees) resulting by reason of a breach of the representations and warranties made herein.

BROKER:

Preferred Realty, Inc as Purchaser's Broker (Richard Speno)

By: 

Print name: Richard Speno

Date: 12/7/19

EXHIBIT "A"
LEGAL DESCRIPTION

Folio No. 4842 30 33 0380

UNIT 15:

A portion of Parcel 'A', MINTO MARGATE – II according to the plat thereof as recorded in Plat Book 154, Page 13, Public Records, Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Parcel 'A' of said plat; thence N89°57'09"E, along a southerly line of said Parcel 'A', 573.30 feet; thence N00°07'13"W, 212.92 feet to the POINT OF BEGINNING; thence continue N00°07'13"W, 40.00 feet; thence N89°52'47"E, 25.00 feet; thence S00°07'13"E, 40.00 feet; thence S89°52'47"W, 25.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in Broward County, Florida.

AND

UNIT 16:

A portion of Parcel 'A', MINTO MARGATE – II according to the plat thereof as recorded in Plat Book 154, Page 13, Public Records, Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Parcel 'A' of said plat; thence N89°57'09"E, along a southerly line of said Parcel 'A', 598.30 feet; thence N00°07'13"W, 212.95 feet to the POINT OF BEGINNING; thence continue N00°07'13"W, 40.00 feet; thence N89°52'47"E, 25.00 feet; thence S00°07'13"E, 40.00 feet; thence S89°52'47"W, 25.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in Broward County, Florida.

AND

UNIT 17:

A portion of Parcel 'A', MINTO MARGATE – II according to the plat thereof as recorded in Plat Book 154, Page 13, Public Records, Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Parcel 'A' of said plat; thence N89°57'09"E, along a southerly line of said Parcel 'A', 623.30 feet; thence N00°07'13"W, 212.98 feet to the POINT OF BEGINNING; thence continue N00°07'13"W, 40.00 feet; thence N89°52'47"E, 35.00 feet; thence S00°07'13"E, 40.00 feet; thence S89°52'47"W, 35.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in Broward County, Florida.

AND

UNIT 18:

A portion of Parcel 'A', MINTO MARGATE – II according to the plat thereof as recorded in Plat Book 154, Page 13, Public Records, Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Parcel 'A' of said plat; thence N89°57'09"E, along a southerly line of said Parcel 'A', 623.30 feet; thence N00°07'13"W, 252.98 feet to the POINT OF BEGINNING; thence continue N00°07'13"W, 40.00 feet; thence N89°52'47"E, 35.00 feet; thence S00°07'13"E, 40.00 feet; thence S89°52'47"W, 35.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in Broward County, Florida.

AND

UNIT 19:

A portion of Parcel 'A', MINTO MARGATE – II according to the plat thereof as recorded in Plat Book 154, Page 13, Public Records, Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Parcel 'A' of said plat; thence N89°57'09"E, along a southerly line of said Parcel 'A', 598.30 feet; thence N00°07'13"W, 252.95 feet to the POINT OF BEGINNING; thence continue N00°07'13"W, 40.00 feet; thence N89°52'47"E, 25.00 feet; thence S00°07'13"E, 40.00 feet; thence S89°52'47"W, 25.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in Broward County, Florida.

AND

UNIT 20:

A portion of Parcel 'A', MINTO MARGATE – II according to the plat thereof as recorded in Plat Book 154, Page 13, Public Records, Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Parcel 'A' of said plat; thence N89°57'09"E, along a southerly line of said Parcel 'A', 573.30 feet; thence N00°07'13"W, 252.92 feet to the POINT OF BEGINNING; thence continue N00°07'13"W, 40.00 feet; thence N89°52'47"E, 25.00 feet; thence S00°07'13"E, 40.00 feet; thence S89°52'47"W, 25.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in Broward County, Florida.

SUBJECT TO VERIFICATION BY SURVEY TO BE OBTAINED BY PURCHASER

EXHIBIT "B"

SPECIAL WARRANTY DEED AND SELLER CLOSING DOCUMENTS

To be used for existing legal

EXHIBIT
SPECIAL WARRANTY DEED

THIS INDENTURE made this ____ day of _____, 20____, between
_____, (“Grantor”), whose address is
_____, and _____, a
Florida limited liability company (“Grantee”), whose mailing address is
_____.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100ths dollars (\$10.00), and other good and valuable consideration, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto Grantee, and Grantee’s successors and assigns forever, that certain real property in the County of _____ and State of Florida (the “Property”), more particularly described on Exhibit “A”, attached hereto and made a part hereof.

Together with all easements, tenements, hereditaments and appurtenances belonging or in any ways appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues and profits of the Property, and all estate, right, title, interest, claims and demands whatsoever of the Grantor, either in law or in equity, of, in, and to the Property.

Together with all buildings and improvements located on the Property.

Subject only to those items contained in Exhibit “B”, attached hereto and made a part hereof (the “Permitted Exceptions”), and which are not reimposed hereby.

Grantor covenants with Grantee that, except for the Permitted Exceptions, the Property is free from all encumbrances made by Grantor, and that Grantor hereby specially warrants the title to the Property and will defend the title to the Property against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed on the day and year above set forth.

GRANTOR:

WITNESSES:

By: _____
Name: _____
Title: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, as Grantor, on behalf of said Grantor, who is personally known to me, or who produced _____ as identification.

Notary Public, State of _____
Print Name: _____

My Commission Expires: _____

Attach Exhibit A & Exhibit B to Deed

To be used if Purchaser's Survey shows a new legal

EXHIBIT
QUIT CLAIM DEED

Prepared by and Return to:

Parcel Identification Number:

Quit Claim Deed

This Quit Claim Deed made this ____ day of _____, 20__ between
_____, whose post office address is
_____, grantor, and
_____, whose post office address is
_____, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in _____ County, Florida to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof

Subject to taxes for *** and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, without intention to reimpose same.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

GRANTOR:

WITNESSES:

By: _____

Name: _____

Title: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, as Grantor, on behalf of said Grantor, who is personally known to me, or who produced _____ as identification.

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____

Attach Exhibit A to Quit Claim Deed

EXHIBIT
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that _____, a
_____, hereinafter "Seller," for and in consideration of the sum of Ten Dollars (\$10.00)
lawful money of the United States, paid by _____, a _____,
hereinafter "Buyer," the receipt of which is hereby acknowledged, has granted, bargained, sold,
transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the
Buyer, its heirs, successors and assigns, the following property, goods and chattels: All Personal Property
owned by Seller and located on the real property, at the time of Closing, described as:

See Exhibit "A" attached hereto

TO HAVE AND TO HOLD the same unto the Buyer, its heirs, successors and assigns forever.

AND Seller, for its successors and assigns, quit claims to Buyer, its successors and assigns, all of its right
title and interest in the personal property.

Seller specifically disclaims any and all representations of marketability, fitness or condition.

IN WITNESS WHEREOF, the party of the Seller has hereunto set its hand and seal this _____ day of
_____, 20__.

(Wherever used herein the term Buyer and Seller shall include all the parties to this instrument and the
heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations. For
the purposes of this document, the use of the word "he," "she" or "they" is intended and understood to
mean all persons executing this document be it "he," "she" or they. The singular shall include plural,
when indicated).

SELLER:

_____,
a _____

By: _____
Name: _____
Title: _____

Attach Exhibit A to Bill of Sale

EXHIBIT

NO LIEN/GAP AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared _____ (the "Affiant"), who being by me first duly sworn on oath, deposes and says:

1. That Affiant is a _____ of _____ ("Owner") who is the owner and has fee simple title to the following described property (the "Property") situate, lying and being in the County of Broward, State of Florida, to wit:

2. That Owner has not sold, transferred, assigned or conveyed title to the Property from the effective date of the title commitment through to the execution and delivery of the Warranty Deed to _____, a _____ ("Purchaser").

3. That the Property and all improvements thereon are free and clear of all liens, taxes, waste, water and sewer charges and encumbrances relative to judgments and claims of every nature whatsoever.

4. That no legal actions, Internal Revenue Service claims or State tax claims are pending or threatened that could ripen into a lien or encumbrance on the Property or the improvements thereon.

5. That for at least the ninety (90) days prior to the date hereof, no material, labor or services have been furnished, performed or supplied in connection with the Property, including the improvements located thereon, for which payment has not been made in full; no material, labor or services have been contracted to be furnished, performed or supplied at a future date in connection with the Property, including the improvements located thereon, for which payment has not been made in full; and there are no unpaid mechanic's, materialmen's or other liens affecting the Property or actual or potential claims on account of any such material, labor or services.

6. That to the best of Affiant's knowledge, no violations of municipal ordinances or other laws, statutes, rules or regulations pertaining to the Property exist, and no orders or notices concerning any violations have been given to Affiant or made against the Property.

7. That there are no matters pending against the Owner that could give rise to a lien that would attach to the Property between the date of closing and the recording of the Deed or other transfer documents and Owner has not and will not execute any instrument that would adversely affect the title to or transfer of the Property to the Purchaser.

8. Affiant agrees that in the event the current real estate and personal property taxes vary in amount from the figures used in making the prorations had in closing the transfer and conveyance of the Property to the Purchaser, then a new proration and a correct and proper adjustment will be made upon written demand.

9. That Owner, and no other person, are in control and possession of the Property.

10. That there are no outstanding unrecorded easements, contracts for sale, agreements for deed, deeds, liens, or mortgages affecting the Property or any portion thereof, except as otherwise provided for in that certain _____ Title Insurance Company Title Commitment with an Effective Date of _____ ("Date of Title Certification"). Affiant certifies that from the Date of Title Certification, no lien, encumbrance or other document has been filed of record which adversely affects the title to the Property.

11. That there are no outstanding pending assessments against the Property by any governmental agency or authority, nor any unpaid assessments or unpaid service charges outstanding for gas, water, garbage, or sewerage services with respect to the Property.

12. That no judgment or decree has been entered in any court of this state or the United States against the Owner which remains unsatisfied.

13. That Affiant further agrees to indemnify and hold _____ and _____ Title Insurance Company harmless of and from any loss or damage, including court costs and attorneys fees, arising from reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the commitment and the time of the recording of the instruments described in said Title Commitment to be insured or any other matters which adversely affect the title to the above described property.

FURTHER AFFIANT SAYETH NAUGHT.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this _____ day of _____ by _____, who is personally known to me or has produced Florida Driver's License as identification.

NOTARY PUBLIC

EXHIBIT
Non-Foreign Certification by Transferor

**NON-FOREIGN CERTIFICATION
BY TRANSFEROR**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person.

To inform _____, (hereinafter the "Transferee") that withholding of tax is not required, upon the disposition by _____ (hereinafter the "Transferor") of a U.S. real property interest located in _____ County, Florida, and more particularly described as follows:

the undersigned hereby certifies, on behalf of the Transferor, the following:

1. Transferor is not a foreign entity, foreign corporation, foreign partnership, foreign trust, or foreign estate as defined in the Internal Revenue Code and Income Tax Regulations.
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii).
3. Transferor's United States taxpayer identification number is: _____.
4. Transferor's office address is _____.
5. There are no other persons that have an ownership interest in the above described property other than Transferor.
6. Transferor understands that the Transferee intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (FIRPTA) 94 Stat 2682, as amended.

Further, Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this certification may be punished by fine, imprisonment or both.

Under penalties of perjury, the undersigned declares that he/she has examined carefully this certification and, to the best of his/her knowledge and belief, it is true, correct and complete. The undersigned further declares that he/she has authority to sign this document on behalf of the Transferor.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, ____ by _____, as _____ of the _____, on behalf of the _____, who is personally known to me or has produced a Florida driver's license as identification.

NOTARY PUBLIC

EXHIBIT

1099

<input type="checkbox"/> CORRECTED (if checked)				OMB No. 1545-0047		Miscellaneous Income
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.				1 Payer's \$	Form 1099-MISC	
				2 Payee's \$		
				3 Other income \$		4 Federal income tax withheld \$
PAYER'S TIN	RECIPIENT'S TIN	5 ROTH IRA payments \$	6 Medical and health care payments \$	<p>This is important tax information and is being furnished to the IRS. If you are required to file a return, a copy of this return must be attached to your return and the IRS determines that it has not been reported.</p>		
RECIPIENT'S name Street address (including apt. no.) City or town, state or province, country and ZIP or foreign postal code		7 Nonqualified annuity payments \$	8 Annuity payments (other than 7) \$			
		9 Payer made direct sale of 100% or more of corporation, partnership, or trust to a buyer (see page 14 for details) <input type="checkbox"/>	10 Other payments (other than 7, 8, 9) \$			
		11	12			
Amount paid for annuity		13 Other gross payments (other than 7, 8, 9, 10, 11, 12) \$	14 Other gross payments (other than 7, 8, 9, 10, 11, 12) \$			
16 Total gross payments (other than 7, 8, 9, 10, 11, 12) \$		17 Total gross payments (other than 7, 8, 9, 10, 11, 12) \$				
18 Total gross payments (other than 7, 8, 9, 10, 11, 12) \$		19 Total gross payments (other than 7, 8, 9, 10, 11, 12) \$				
Form 1099-MISC		Keep for your records	File to your return/1099-MISC		Department of the Treasury Internal Revenue Service	

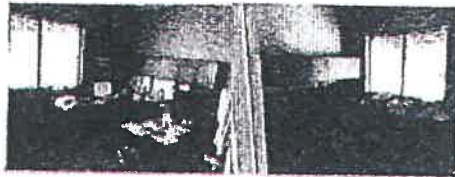
EXHIBIT "C"

PERSONAL PROPERTY

INVENTORY: OFFICE FURNITURE UNIT 1929-1839 Banks Road

2 Private Offices:

2 executive desks
4 filing drawers
6 chairs



RECEPTION AREA:

1 Manager Cubicle:

U-shaped desk with 3 chairs, and 2 filing drawers

16 ft. shaped cubicles: each cubicle partitioned work station contains 2 working desk stations in each; includes 4 filing cabinets in each station, and 2 chairs in each station.



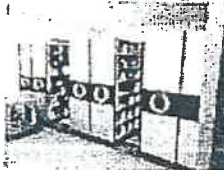
Conference Room:

1 conference table
12 conference room chairs
Refrigerator/dishwasher



FILE AREA:

Built-in Rolling Filing Cabinet; 6 shelves, 5 of which are rolling.



Appendix 2

Grantee's Contract with its Contractor for Design Work



ORIGINAL
PROPOSAL

February 28, 2017

City of Margate
5790 Margate Boulevard
Margate, FL 33063
Attn: Spencer L. Shambray, CPPB
Purchasing Manager

RE: Fire Station 2-58 Replacement
Margate, Florida

Dear Spencer:

Saltz Michelson Architects (SMA) is pleased to provide this proposal for Architectural Services for the new Fire Station 2-58 Replacement.

This project, the new Fire Station 2-58 Replacement facility (+/- 8,725SF) will be located on the south west corner of North Rock Island Road and NW 6th Court in Margate, Florida. The Property is rectangular in shape and owned by the City of Margate. Total property size is roughly $\pm 43,500$ square feet (± 1 Acre). The property is part of a green easement that runs (north and south) along the east side of North Rock Island Road and is a 4+ lane main road. To the west of the road and to the east beyond are residential single family homes. To the south of the property across 6th is a community of single family residential homes.

Work includes but not limited to:

Demo the existing fire station and site. Redesign the entire site to include new traffic flow (with the intent to reusing the existing curb cuts), the entire parking area, new landscaping/irrigation, and re-routing of overhead line.

Design a new replacement Fire Station Facility roughly +/- 8,725 SF program shall include:

- Apparatus Bays – drive through (3 minimum with 2 vehicle depth in each)
- Dormitory Space for a minimum of eight bunk rooms
- Restroom/Shower Facilities
- Kitchen
- Dayroom Living Area
- Office Space with logistical consideration for rank/title and duties of the occupant
- Lobby/Entrance Area with public access and public restroom
- Medical Triage Room

- Telecommunication room
- Storage and janitorial rooms
- Physical Fitness room
- Laundry/Decontamination
- EOC/Training/Community Room
- Parking/Driveway design with sufficient staff, public and additional apparatus parking and access considerations
- Exterior Training Pad for equipment testing and training
- Emergency backup generator system

I. Scope of Services

- Schematic Design Phase Services. (with public meetings)
- Design Development Phase Services.
- Construction Documents Phase Services.
- Bid/Negotiation Phase Services.
- Construction Administration Phase Services.
- Civil Engineering to include paving, drainage, water and sanitary.
- Landscape Architecture and Irrigation Design and Documentation.

II. Fee Schedule:

(TO BE DONE
AFTER CDE)

TO BE
ADDED LATER

SALTZ MICHELSON ARCHITECTS							
FIRESTATION NO. 2-58 REPLACEMENT							
SMA# 2017-105	A	B	C	D	E	F	
	<u>SD</u>	<u>Site</u>	<u>DD</u>	<u>CD</u>	<u>Bid</u>	<u>CA</u>	<u>Total</u>
<u>SMA FEE</u>	5%	10%	20%	40%	5%	20%	
Architecture	6,050.00	15,850.00	36,755.00	80,870.00	1,500.00	35,445.00	176,470.00
Structural	850.00	1,700.00	3,400.00	6,800.00	850.00	3,400.00	17,000.00
MEP	2,250.00	4,500.00	9,000.00	18,000.00	2,250.00	9,000.00	45,000.00
Civil	3,640.00	5,680.00	6,020.00	9,180.00	8,740.00	7,310.00	40,570.00
Landscape/IRR	2,280.00	1,880.00	3,680.00	4,680.00	1,690.00	2,750.00	16,960.00
Total SMA Fee	15,070.00	29,610.00	58,855.00	119,530.00	15,030.00	57,905.00	\$296,000.00

FEE FOR ARCHITECTURAL AND ENGINEERING SERVICES: \$296,000.00

ORIGINAL PO

III. Additional Services (not included in above fee):

- A. Geotech/Soil Report.....\$7,850.00
- B. Site Surveying.....\$5,000.00 ← ~~USD~~

IV. Assumptions:

- A. All testing and asbestos abatement shall be paid for and provided by the City
- B. All Test and Balances of Systems shall be paid for and provided by the City.
- C. All field testing shall be paid for and provided by the City.
- D. All Specialty Inspections shall be paid for and provided by the City.
- E. The above assumptions are not included and are if requested can be done as additional services.

The terms of this proposal will be based upon the contract agreement approved by Commission with the City of Margate.

Fee is valid for 90 days from the date of this agreement. We reserve the right to renegotiate the fees thereafter. If the project's scope changes or increases we reserve the right to request additional compensation for those changes.

If the above is acceptable, please prepare a Purchase Order for execution.

Please do not hesitate to contact me should you have any questions. I look forward to working with you on this project.

Very truly yours,
Saltz Michelson Architects



Charles A. Michelson, AIA, LEED AP
Principal

CAM:NS

2017-105



CITY OF
MARGATE
Together We Make It Great

PURCHASE ORDER
CITY OF MARGATE
TELEPHONE NO. (954) 972-6454
STATE TAX EXEMPT NUMBER 85-8012646322C-5

FEDERAL ID # 59-6015967

PAGE: 1
P.O. NO: 171108
DATE: 04/26/17

RECEIVED

PR 2' 2017

SALTZ MICHELSON ARCHITECTS, IN
3501 GRIFFIN ROAD
FORT LAUDERDALE, FL 33312

BILL TO/SHIP TO: CITY OF MARGATE
FIRE DEPARTMENT
1811 BANKS ROAD
MARGATE, FL 33063

SALTZ MICHELSON
ARCHITECTS

VENDOR NO.		TEL# (954) 266-2700			
17048		FAX# (954) 266-2701			
DELIVER BY		ACCOUNT NO.		REQ. NO.	
09/30/17		334-6520-522.65-80		42022	
		REQUISITIONED BY			
		BOOKER 954 971 7010			
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	15070.00	DL	THE DESIGN, DEVELOPMENT OF BIDDABLE PLANS AND SPECIFICATIONS, AND SUBSEQUENT CONSTRUCTION PROJECT MANAGEMENT FOR A NEW FIRE STATION NO. 58 TO REPLACE THE EXISTING FIRE STATION AT THE ROCK ISLAND ROAD LOCATION. AS PER TERMS, CONDITIONS AND SPECIFICATIONS LISTED IN RFQ 2017-001 PER RESOLUTION NO. 17-019 APPROVED 02/15/2017. . SCOPE OF SERVICES: . II. A. SCHEMATIC DESIGN	1.0000	15070.00
2	29610.00	DL	II. B. SITE PLANNING APPROVALS	1.0000	29610.00
3	58855.00	DL	II. C. DESIGN DEVELOPMENT	1.0000	58855.00
4	119530.00	DL	II. D. CONSTRUCTION DOCUMENTS	1.0000	119530.00
5	7850.00	DL	III. A. GEOTECH/SOIL REPORT	1.0000	7850.00
6	5000.00	DL	III. B. SITE SURVEYING . PER REVISED PROPOSAL DATED 03/07/2017 . DIRECT ANY QUESTIONS REGARDING THIS PURCHASE ORDER TO	1.0000	5000.00

AUTHORIZED BY

S. Shumbray
PURCHASING

VENDOR

P.O. NUMBER MUST APPEAR ON ALL
CORRESPONDENCE AND INVOICES



CITY OF
MARGATE
Together We Make It Great

PURCHASE ORDER
CITY OF MARGATE
TELEPHONE NO. (954) 972-6454
STATE TAX EXEMPT NUMBER 85-8012646322C-5

FEDERAL ID # 59-6015967

PAGE: 2
P.O. NO: 171108
DATE: 04/26/17

SALTZ MICHELSON ARCHITECTS, IN
3501 GRIFFIN ROAD
FORT LAUDERDALE, FL 33312

BILL TO/SHIP TO: CITY OF MARGATE
FIRE DEPARTMENT
1811 BANKS ROAD
MARGATE, FL 33063

VENDOR NO.					
17048					
DELIVER BY		ACCOUNT NO.		REQ. NO.	
09/30/17		334-6520-522.65-80		42022	
		REQUISITIONED BY			
		BOOKER 954 971 7010			
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			FIRE CHIEF DAN BOOKER AT 954-971-7010 . CC: RFQ 2017-001 . * PLEASE NOTICE THE QUANTITY AND UNIT COST HAVE BEEN REVERSED. THIS IS DUE TO OUR SOFTWARE AND WILL ALLOW YOU TO BE PARTIALLY PAID. ***** ** PLEASE NOTICE THAT THE TOTAL AMOUNT OF THE PO IS THE AGREED UPON AMOUNT.		
				SUB-TOTAL	235915.00
				TOTAL	235915.00

AUTHORIZED BY

S. Shawbray
PURCHASING

VENDOR

P.O. NUMBER MUST APPEAR ON ALL
CORRESPONDENCE AND INVOICES



Rev. September 12, 2019
~~August 7, 2019~~

City of Margate
5790 Margate Boulevard
Margate, FL 33063
Attn: Spencer L. Shambray, CPPB
Purchasing Manager

**Re: Fire Station 2 – 58 Replacement – Task Order for Increase Scope of Work
Margate, Florida
SMA Project No. 2017-105**

Dear Spencer:

Please review the following fee schedule for the proposed increase scope of work for the Fire Station 58 project as a task order pursuant to Article V of our 2017 agreement. The project was awarded in 2016 and contract negotiated in the beginning of 2017.

The fees negotiated at the time were per the attached letter dated 3/7/17. The Purchase Order executed at the project commencement was for \$235,915, excluding Bidding and CA phases. Our original proposal was for \$296,000 plus \$12,850 for survey and a geotech report, all for a total of \$308,850.

Over the past two years, we have designed plans and renderings for a one-story, two-story, and three-story facility, have participated in FP &L coordination and a rezoning and variance approval to allow this project to move forward. Invoiced to date at our hourly fee schedule is \$82,719.96.

Our new proposal, which requires this task order due to the change of scope for the project, requires fee increases and new services not considered in the original proposal such as Interlink low voltage and other various changes. Please see the below breakdown:

Trade	2017 Proposal	2019 Proposal	New
Architecture	\$ 176,470.00	\$ 201,000.00	\$ 24,530.00
Structural	\$ 17,000.00	\$ 19,000.00	\$ 2,000.00
MEP	\$ 45,000.00	\$ 55,000.00	\$ 10,000.00
Civil	\$ 40,570.00	\$ 57,540.00	\$ 16,970.00
Landscape	\$ 16,960.00	\$ 18,400.00	\$ 1,440.00
Low Voltage	-	\$ 11,000.00	\$ 11,000.00
Subtotal	\$ 296,000.00	\$ 361,940.00	\$ 65,940.00
Survey	\$ 5,000.00		
Soils Test	\$ 7,850.00	\$ 7,972.27	\$ 65,940.00
	New Proposal	\$ 369,912.27	
	Original Purchase Order	\$ 235,915.00	
	Invoiced to Date	\$ 82,719.96	
	Purchase Order Available	\$ 153,195.04	
***	Purchase Order Δ Amendment for Entire Project	\$ 216,717.23	***
	The Original Project Required an Amendment for Bid & CA	\$ 72,935.00	
	Amount of change attributable to the new work scope	\$ 143,782.23	

If there are any questions, please do not hesitate to contact me.

Very truly yours,
Saltz Michelson Architects



Charles A. Michelson, AIA, ACHA, LEED AP
President

CAM:jw
Encl.

S:\Projects\2017\2017-105\Correspond\Governmental\Ltr to Margate 9/12/19



DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department are confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number, and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:

Telephone: (850) 413-3149

Email: PublicRecordsInquiry@myfloridacfo.com

Mailing Address: The Department of Financial Services
Office of the General Counsel, Public Records
200 E. Gaines Street, Larson Building
Tallahassee, Florida 32399-0311

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.