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**AGREEMENT FOR
USE OF CITY SEAL**

THIS AGREEMENT, made this 25 day of NOV 2014, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and the Bicycle Action Committee ("BAC"), a Florida 501(c)(3) not-for-profit organization ("Organization"), whose address and phone number are 1001 Brickell Bay Drive, Suite 1400, Miami, FL 33131, (305) 371-6200, for the term specified herein,

WHEREAS, BAC is 501(c)(3), not-for-profit organization, formed to assist cities in becoming more bicycle-friendly; and

WHEREAS, BAC has provided funding to South Florida municipalities for city bicycle safety and enhancements; and

WHEREAS, BAC has requested to use the City Seal on Bicycle Gear for the purposes of fundraising; and

WHEREAS, City Commission met on September 03, 2014, and authorized the use of the City Seal for bicycle safety and fundraising purposes; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Organization covenant and agree as follows:

WITNESSETH:

I. SCOPE

- a) The Organization will utilize the City's Seal on bicycle kits which contain a jersey and shorts.
- b) The Organization will be responsible for all advertising, sponsors, and donations to pay for the bicycle kits upfront.
- c) The Organization will be responsible for all dealings with Veloce in the manufacturing of the kits. The Organization will purchase 100 kits manufactured by Veloce, at an overall cost of approximately \$ 6000
- d) Sponsors will have the option to put their logo on the kits, with the rates varying depending on placement and size left to the discretion of the Organization, The Organization will obtain written approval from the City prior to including a sponsor.
- e) The City's logo will be located in the center, prominent over the other logos to clearly identify that they are City of Fort Lauderdale outfits.

- f) The Organization shall sell the kits in prices ranging between \$75 to \$200, and donate all proceeds raised in excess of the production costs to the City to be used towards improving bicycle facilities and safety through things such as the purchase of bicycle racks and educational campaigns.

II. TERM OF AGREEMENT

The initial agreement shall be a period of one-year, to commence on the date both parties fully execute the agreement. The City shall have the option to renew for up to three additional one year periods, such renewal shall be granted in writing.

III. COMPENSATION

The Organization agrees to provide the services and/or materials as specified in exchange for the non-exclusive use of the City of Fort Lauderdale City Seal, attached hereto in Exhibit A and incorporated herein.

IV. METHOD OF PAYMENT

The Organization will act as the fiscal agent, donating all proceeds raised in excess of the amount needed to produce the kits to the City of Fort Lauderdale by issuing quarterly payments to City Transportation & Mobility Department.

V. GENERAL CONDITIONS

A. Independent Organization

Organization is an independent contractor under this Agreement. Services provided by Organization pursuant to this Agreement shall be subject to the supervision of the Organization. In providing such services, neither Organization nor Organization's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Organization or Organization's agents any authority of any kind to bind City in any respect whatsoever.

B. Indemnification

Organization shall protect and defend at Organization's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Organization or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Organization. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

C. Intellectual Property

Organization shall protect and defend at Organization's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Organization or the City's use of any copyrighted, patented or unpatented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Organization uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

D. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Organization and Organization's subcontractors that are related to this Agreement. Organization shall keep, and Organization shall cause Organization's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Organization and Organization's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Organization or Organization's subcontractor, as applicable, shall make same available at no cost to City in written form.

Organization and Organization's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Organization and Organization's subcontractors' records, Organization and Organization's subcontractors shall comply with all requirements thereof; however, Organization and Organization's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Organization shall, by written contract, require Organization's subcontractors to agree to the requirements and obligations of this Section.

The Organization shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

E. Compliance With Laws

Organization shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Organization's duties, responsibilities, and obligations pursuant to this Agreement.

F. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

G. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. TERMINATION OF AGREEMENT

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience or cause by giving written notice to the Organization at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience or cause, upon date of termination, Organization will provide the City with all proceeds raised in excess of the cost of production of the kits.

VIII. JURISDICTION, VENUE, WAIVER, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Organization is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Organization. The Organization waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

IX. ENTIRE AGREEMENT

This Agreement, along with attachments, shall constitute the entire Agreement between City and Organization for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Organization with respect to this Agreement. No prior written or contemporaneous

oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Organization execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
Lee R. Feldman, City Manager

Approved as to form:
[Signature]
Assistant City Attorney

ATTEST

By: [Signature]
Print Name: ALEXANDRA CAHWIN
Title: PRESIDENT

ORGANIZATION
By: [Signature]
Print name: RICHARD A CAHWIN
Title: CEO

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me this 25 day of November, 2014, by _____ for the Bicycle Action Committee, a Florida 501(c)(3) not-for-profit organization



[Signature]
Notary Public, State of Florida
(Signature of Notary Public)
Rosalyn Mitchell

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____