CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

| 1) ORIGINATING OFFICES (Charter/Department): | |
|--|---|
| Routing Start Date: 5/1/2025 | ■ Agenda Item □ Non-Agenda |
| Charter Ofc: Office of City Attorney Router Name: Stephanie S | Ext: 5001 |
| Department: PARKS Router Name: B. Henry | Ext: ext. 4349 |
| Commission Mtg. Date: 2/18/2025 CAM #: 25 | -0126 <u>Item</u> #: <u>CM-8</u> |
| Document Title: | |
| Motion Approving a Sponsorship Agreement with C for the 2025 St. Patrick's Festival/Parade, - \$9,350 | CORE Construction Services of Florida, - (Commission Districts 1, 2, 3 and 4) |
| CAM attached: Yes No Action Summary attached: Yes Capital Investment / Community Improvement Project defined as having a life of at improvements to real property (land, buildings, or fixtures) that add value and/or extend Term "real property" include land, real estate, realty or real. | least 10 years and a cost of at least \$50,000 and shall mean |
| 2) CITY ATTORNEY OFFICE (CAO): Documents to be significant to the significant content of the significa | gned/routed? ■ Yes □ No |
| Is the attached Granicus document Final? ■Yes □No Num | mber of originals attached: 1 |
| Attorney's Name: Patricia SaintVil-Joseph Approved : Continue Routing To: FIN (if applicable) Date: | |
| 3) CITY CLERK OFFICE (CCO): Clerk Initials: W Routed to Dept/Charter Ofc.: | # of originals: / Date: 05 / 06/23 |
| 4) CITY MANAGER OFFICE (CMO): Received From: | Date: CMO LOG #: |
| TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☑ B. Rogers, [| ☐ C. Cooper ☐ L. Reece Date: |
| Comments/Questions | |
| 7)110.00.00 | nager/Executive Director Rickelle Williams |
| 5) MAYOR/CRA CHAIRMAN: Date Received: | Date to CCO: |
| Please sign as indicated and forward the originals to the City Cl attestation and/or seal, if applicable. | erk's Office for a final processing and review of |
| 6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please of Dept.: PARKS *Name: B. Henry | retain a scan record copy and forward originals to: Contact #_ext. 4349 |
| *Please scan the record copy to the City Clerk once review and sign at the last | |
| Scan Date:Attach certified Resolution # | ⊔ Yes ■ No Original form route to CAO |



#25-0126

TO:

Honorable Mayor & Members of the

Fort Lauderdale City Commission

FROM:

Susan Grant, Acting City Manager

DATE:

February 18, 2025

TITLE:

Motion Approving a Sponsorship Agreement with CORE Construction

Services of Florida, for the 2025 St. Patrick's Festival/Parade, - \$9,350 -

(Commission Districts 1, 2, 3 and 4)

Recommendation

Staff recommends the City Commission approve a one-year sponsorship agreement, in substantially the form attached, with CORE Construction Services of Florida, to be the Title Sponsor for the St. Patrick's Festival/Parade to be held on March 8, 2025.

Background

The annual St. Patrick's Festival and Parade event is a long-standing event that attracts about 10,000 – 15,000 locals and tourists to Fort Lauderdale. It features a parade down Las Olas Boulevard that has over 100 entries. The festival will be based at the Las Olas Tunnel Top Park and the surrounding area and will feature live entertainment to include Irish bands and dance groups.

Resource Impact

Revenue related to this agreement in the amount of \$9,350 is contingent upon the approval of the Consolidated Budget Amendment CAM 25-0091.

Source:

| Funds available as of January 14, 2025 | | | | | | |
|--|---------------------------|--|----------------------------------|-----------------------------------|---------|--|
| ACCOUNT NUMBER | PROJECT NAME (Program) | ACCOUNT/ACTIVITY NAME | AMENDED BUDGET (Character) | AMOUNT RECEIVED (Character) | AMOUNT | |
| 10-001-6025-000-347- 900-PKR384 | Community Events | Service Charge – Parks & Recreation - Other Parks Events | 65,000 | \$3,739 | \$9,350 | |
| | | | APPROPRIATION TOTAL ▶ | | \$9,350 | |

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| ACCOUNT NUMBER | PROJECT NAME (Program) | ACCOUNT/ACTIVITY NAME | AMENDED BUDGET (Character) | AVAILABLE BALANCE (Character) | AMOUNT |
|------------------------------------|---------------------------|---|----------------------------------|-------------------------------|---------|
| 10-001-6025-574-30- 3203-PSE007 | Community Events | Services/Materials – Artistic Services | \$37,250 | \$20,896 | \$9,350 |
| | | | APPROPRIA | TION TOTAL ► | \$9,350 |

Strategic Connections

This item supports the 2029 Strategic Plan, specifically advancing:

The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We are Here.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Place specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Area
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our city.

Attachments

Exhibit 1 – Agreement

Exhibit 2 - Draft Minutes, Parks Recreation and Beaches Board, January 29, 2025

Prepared by: Carolyn Bean, Asst. to the Director, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

PSJ CM-5 25-0189

Motion Approving an Outdoor Event Agreement and Request for Music Exemption with Shuck N Dive, Inc. for the Shuck N Dive Annual Mardi Gras - (Commission District 2)

APPROVED

Yea: 4 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Glassman and Mayor Trantalis

Not Present: 1 - Commissioner Herbst

RMH CM-6 25-0047

Motion Approving a Retroactive Agreement for the Fire Rescue Station 8 Project - Burke Construction Group, Inc. - 1,461-day extension - (Commission District 4)

APPROVED

Yea: 4 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Glassman and Mayor Trantalis

Not Present: 1 - Commissioner Herbst

PSJ CM-7 25-0112

Motion Approving a License Application and Agreement for the Sale, Service, and Consumption of Food and Alcoholic Beverages on the Public Beach for FLB Hotel, LLC d/b/a Conrad Fort Lauderdale Beach - (Commission District 2)

APPROVED

Yea: 4 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Glassman and Mayor Trantalis

Not Present: 1 - Commissioner Herbst

PSJ CM-8 <u>25-0126</u>

Motion Approving a Sponsorship Agreement with CORE Construction Services of Florida, for the 2025 St. Patrick's Festival/Parade, - \$9,350 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Glassman and Mayor Trantalis

Not Present: 1 - Commissioner Herbst

PSJ CM-9 25-0159

Motion Approving a Sponsorship Agreement with Anchor Mechanical, Inc., for the 2025 St. Patrick's Festival/Parade - estimated at \$1,000 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Glassman and Mayor Trantalis

SPONSORSHIP AGREEMENT WITH CORE CONSTRUCTION SERVICES OF FLORIDA, LLC FOR THE 2025 ST PATRICK'S FESTIVAL

THIS SPONSORSHIP AGREEMENT ("Agreement"), with an effective date of February 7, 2025, is entered into by and between:

CITY OF FORT LAUDERDALE, FLORIDA, a Florida municipal corporation (hereinafter referred to as "City"),

and

CORE CONSTRUCTION SERVICES OF FLORIDA, LLC, a Florida limited liability company with its principal address located at 330 SW 2nd Street, Suite 106, Fort Lauderdale, FL 33312 (hereinafter referred to as "CORE Construction" or "Sponsor").

WHEREAS, the City produces an annual event titled "St. Patrick's Festival & Parade" which is a long-standing event that attracts about 10,000 to 15,000 local residents and tourists to Fort Lauderdale, with live music and a parade down Las Olas Boulevard that has over 100 entries. The City is currently planning the 2025 St Patrick's Festival and Parade currently scheduled on Saturday, March 8th 2025 ("Event"); and

WHEREAS, CORE Construction Services of South Florida, LLC., desires to partner with the City as the title sponsor of the Event with an estimated sponsorship contribution amount of \$9,350 for all goods and services, subject to certain terms and conditions; and

WHEREAS, the City and CORE Construction, desire to enter into an agreement to co-sponsor the Event, conditioned upon and subject to certain terms and conditions outlined herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. RESPONSIBILITIES OF SPONSOR

Sponsor agrees to the following terms and conditions:

 a) Sponsor the Event as the corporate title sponsor and ensure all marketing and promotion materials shall read: "CORE CONSTRUCTION PRESENTS ST PATRICK'S PARADE AND FESTIVAL 2025"; and

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b) Make a non-refundable cash donation to the City of Fort Lauderdale in the amount of Nine Thousand Three Hundred and Fifty Dollars (\$9,350) on or before March 1, 2025.

RESPONSIBILITIES OF THE CITY

The City agrees to the following terms and conditions:

a) Promote Sponsor as the title sponsor for the Event and include Sponsor's logo on City-produced event banners, signs, and promotional materials. All marketing and promotions shall read as follows:

"CORE Construction St Patrick's Parade and Festival 2025";

- Solicit, secure, contract and pay for all entertainment and artist performance at the Event;
- c) Provide all necessary equipment and staff members to produce the Event including, but not limited to, staging, sound, lights, production, set up, tear down, clean up, restrooms, etc.;
- facilitate the creation of and approve the final design for the event poster/flyer by CORE Construction;
- e) Identify CORE Construction as the corporate title sponsor in the following marketing campaign:
 - Event posters/flyers
 - ii. City of Fort Lauderdale Web site/cross link
 - iii. All sponsored print and television advertising
 - iv. Calendar listings in local newspapers and magazines
 - v. Press releases
 - vi. Parks & Recreation Events hotline;
- f) E-mail the City-approved Event flyer to City's current e-mail list;
- g) Display a CORE Construction corporate banner on the stage and surrounding areas (Banners to be provided by CORE Construction); and
- h) Provide stage announcements at each Starlight Musicals concert promoting CORE Construction as the corporate title sponsor.

3. TERM

This Agreement shall commence on February 7, 2025 and will terminate on February 7, 2026. Either party may terminate this Agreement upon a written notice to the other party



for failure to cure a default if said default remains uncured after thirty (30) days written notice pursuant to the terms and conditions of this Agreement.

4. AMENDMENTS

No modification, amendment or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document duly executed by both parties, with the same formality as this Agreement.

INDEMNIFICATION

Sponsor shall protect and defend at Sponsors 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 this Event and directly caused by any act or omission of Sponsor or any officer, employee, agent, invitee, subcontractor, or sublicensee of Sponsor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

WAIVER OF BREACH

Failure by City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between City and Sponsor and supersedes all prior negotiations, representations or agreements either written or oral.

NOTICE

Whenever any party desires to give notice to any other party, it must be given by written notice sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they have been changed by written notice in

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compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice:

AS TO CITY:

Rickelle Williams

City Manager

City Fort Lauderdale

101 NE Third Ave, Suite 2100 Fort Lauderdale, Florida 33301

With a copy to:

D'Wayne M. Spence Interim City Attorney City of Fort Lauderdale

1 East Broward Blvd., Suite 1605 Fort Lauderdale, Florida 33301

AS TO SPONSOR:

Cody Kiess

Vice President

CORE Construction Services of Florida, LLC

330 SW 2nd Street, Suite 106 Fort Lauderdale, FI 33312

10. SEVERABILITY

If any provision of this Agreement or the application of any provision to any party of circumstance shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of the Agreement or their application to other parties or circumstances.

11. ASSIGNMENT OR MODIFICATION

It is understood and agreed by the parties that this Agreement may not be assigned, transferred or sublet in whole or in part by Sponsor.

12. SECURITIES

Sponsor acknowledges and agrees that City assumes no responsibility whatsoever for any property, materials, or equipment of Sponsor, and that security and protection of any such item from the theft, vandalism, the elements, acts of God, or any other cause are strictly the responsibility of Sponsor.

13. COMPLIANCE WITH LAWS

Sponsor and City shall at all times comply with all applicable federal, state, and local laws, rules, regulations and ordinances.

HEADINGS

CAM #25-0126 Exhibit 1 Page 4 of 10 Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. DAMAGES TO FACILITY-REIMBURSEMENT

Sponsor shall not allow any injury, defacement, change, alteration or damage to the facility during its use of the facility by Sponsor, an agent of Sponsor or patron of Sponsor. Sponsor assumes all responsibility for the acts, omission to act and conduct of all persons admitted to the facility by consent of Sponsor or with the consent of any persons acting for or on behalf of the Sponsor. Sponsor shall reimburse City for all expenses incurred by City that City incurs for the restoration of the facility to its condition at the commencement of this Agreement. City shall not be liable for any acts or omissions of Sponsor for any conditions resulting from any provision under this Agreement or other activities of Sponsor or agents of Sponsor or patrons of Sponsor. City shall not be liable for any damage or injury that may happen to Sponsor, Sponsor's agents, Sponsor's patrons or property from any cause whatsoever, during this Agreement.

NON-DISCRIMINATION

Sponsor shall not in exercising any of the rights or privileges granted to Sponsor herein discriminate or permit the discrimination against any persons or group of persons in any manner on the grounds of race, color, sex, or national origin. Sponsor shall comply with the applicable sections of Americans with Disabilities Act of 1990 (42 USC 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided pursuant to this Agreement. Sponsor understands that Sponsor is responsible for compliance with this Act. To the extent that any provisions of this Agreement are inconsistent with ADA, the requirements of the ADA shall control.

17. PUBLIC RECORDS

IF THE SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Sponsor shall comply with public records laws, and Sponsor shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within



a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, 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 Sponsor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Sponsor or keep and maintain public records required by the City to perform the service. If the Sponsor transfers all public records to the City upon completion of the Contract, the Sponsor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Sponsor keeps and maintains public records upon completion of the Contract, the Sponsor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

18. E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Sponsor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

- a. The Sponsor shall require each of its subcontractors, if any, to provide the Sponsor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Sponsor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
- b. The City, the Sponsor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Sponsor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Sponsor and order the Sponsor to immediately terminate the contract with the subcontractor, and the Sponsor shall comply with such order.
- d. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes

(2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Sponsor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Sponsor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

e. Sponsor shall include in each of its subcontracts, if any, the requirements set forth in this section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this section in their subcontracts. Sponsor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

19. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with 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 courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

20. ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the Sponsor shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the Sponsor under penalty of perjury attesting that the Sponsor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

21. MISCELLANEOUS

City, through its authorized representatives, reserves the right to eject any person(s) from the events and upon exercise of this right, Sponsor waives any right or claim for damages against City. City reserves the right to remove from the event any of Sponsor effects or any effects of Sponsor's agents or patrons remaining in the facility after the time periods of the specified use of the facility described herein. Sponsor shall be responsible for any charges levied by City for the storage of these effects. Sponsor shall pay all reasonable attorneys' fees to City for collection of all or any part of the terms of this agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

CITY OF FORT LAUDERDALE

a Florida municipal corporation

Rickelle Williams City Manager

Date: 5/8/25

Approved as to form and correctness: D'WAYNE M. SPENCE, Interim City Attorney

Patricia Saint VI-Joseph Assistant City Attorney

SPONSOR

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| Signature Signature Signature | CORE Construction Servi Florida, LLC, a Florida Lir Company. BRENT ELLIOTT Vice President | |
|---|--|--------------|
| Print Name | | |
| | [CORPORATE SEAL] | |
| STATE OF FLORIDA: COUNTY OF BROWARD: | | |
| The foregoing instrument was according presence or □ online notarization, this ELLIOTT, as Vice President, for CORLLC, Florida Limited Liability Company. | knowledged before me by means , 202 E CONSTRUCTION SERVICES | 5, by BRENT |
| [NOTARY SEAL] | (Signature of Notary Public State | of Florida) |
| ELIZABETH HOUGHTON-BROWN Notary Public, State Of Florida Commission No. HH 234294 My Commission Expires: 2/28/2026 | Elizabeth Harghten-Ba (Print, Type, or Stamp Commission Notary Public) | oned Name of |
| Personally known OR Produced Type of Identification Produced | Identification | |

Modifications can be made to the above proposed events, as the sole discretion of the City through its Parks and Recreation Director or his designee due to inclement weather and/or operational and functionality purposes.