

**CITY OF FORT LAUDERDALE
FY 2023 NOT FOR PROFIT CONTRIBUTION AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2023 NOT FOR PROFIT CONTRIBUTION AGREEMENT, (“Agreement”), made and entered this ____ day of _____, 2023, (“Effective Date”), is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose principal place of business is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and Florida Panthers Foundation, Inc., a Florida not for profit corporation, (“Organization” or “Participant” or “Contractor”), whose principal address is One Panther Parkway, Sunrise, FL 33323.

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Organization hereby agree as follows:

1. The City agrees to provide to the Organization the amount not to exceed \$50,000, which the Organization shall expend on or before September 30, 2023, to host free events for the general public that focus on adopting healthy lifestyles, that promote good stewardship of the environment, such as beach clean-up and provide quality entertainment and educational opportunities to engage and inspire audiences, nurture a sense of community, and drive economic vitality.

2. The Organization shall not use City funds for:

- Profit
- Alcoholic beverages
- Staff salaries
- Staff bonuses
- Lobbying Services
- Legal Services
- Land Acquisition
- Membership Fees
- Travel
- Costs due to negligence
- Debt
- Audit Services
- Taxes
- Unemployment Compensation
- FICA, Retirement, Life, and/or Medical Insurance
- Worker’s Compensation Insurance
- Receptions
- Fundraising
- Gift certificates or monetary awards
- Administration
- Luxury items as determined by the City in the City’s sole discretion
- Cable or satellite television
- Cellular telephones or services
- Any activity that would violate any applicable law, ordinance, or regulation

3. The term of this Agreement shall be January 24, 2023, through September 30, 2023. The funds shall be paid on a reimbursement basis after the Participant provides copies of cancelled checks, invoices, receipts and such other information as requested by the City to verify payment for expenditures approved by the City in its sole discretion.

4. The City or the City’s designee may audit the books, records, and accounts of the Participant that are related to this Agreement. The Participant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Participant shall preserve and make available, at reasonable times for examination and audit by the 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) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement,

whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the Participant shall retain the books, records, and accounts until resolution of the audit findings. The Participant shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Participant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry. This section shall survive the expiration or early termination of this Agreement.

5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, 100 ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor 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 (2021), 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 Contractor 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 Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 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.

6. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.

7. On or before October 31, 2023, the Organization shall submit to the City an end of year programmatic and financial report detailing and accounting for the Organization's use of the funds provided pursuant to this Agreement during the period January 24, 2023, through September 30, 2023. The programmatic and financial report shall be directed to the City as follows:

City of Fort Lauderdale
Office of Management and Budget
Budget/CIP and Grants Division
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, FL 33301

This section shall survive the expiration or early termination of this Agreement.

8. Organization shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Organization's acts or omissions in the obligations or services under this Agreement. This section shall survive the expiration or early termination of this Agreement.

9. If the Organization files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Organization for all or any part of the properties of the Organization; or if within ten days after commencement of any proceeding against the Organization, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten days after the appointment, without the consent or acquiescence of the Organization, of any trustee, receiver, or liquidator of the Organization, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated, such action will constitute a default, in which case the Organization shall forthwith refund to the City the entire amount of the funds theretofore paid to the Organization pursuant to this Agreement.

10. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

a. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor 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 Contractor, 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 (2021), 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 (2021), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

d. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), 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 (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

e. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 10, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section 10 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

11. The Organization shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

12. In the event that either party brings suit for enforcement of this Agreement, the Organization shall pay the City's attorney fees and costs.

13. This Agreement shall constitute the entire agreement between the City and the Organization for the use of funds received pursuant to 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 the subject matter of this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred, or encumbered by the Organization without the prior written consent of the City. All representations and warranties made herein regarding the Organization's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

14. 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 shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

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

City of Fort Lauderdale

By: _____
Greg Chavarria
City Manager

Approved as to form:

Assistant City Attorney

WITNESSES:

Florida Panthers Foundation, Inc.

Print Name: _____

By: _____
Print Name: _____
Print Title: _____

Print Name: _____

ATTEST:

(CORPORATE SEAL)

_____, Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____ as _____ for Florida Panthers Foundation, Inc., a Florida not for profit corporation.

(SEAL)

Notary Public, State of Florida (Signature of
Notary Public)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____