

**CITY OF FORT LAUDERDALE  
FY 2023 GRANT PARTICIPATION  
AGREEMENT**

THIS AGREEMENT, entered this 18 day of January 2023  
by and between:

**CITY OF FORT LAUDERDALE**, a municipal corporation  
of the State of Florida, herein after referred to as "City"

and

**GREATER FORT LAUDERDALE FOOD & WINE  
FESTIVAL INC.**, a Florida for Profit Corporation whose  
principal address is 184 Christine Drive, Satellite Beach  
FL 32937 hereinafter referred to as "Participant" or  
"Contractor".

**WHEREAS**, the Participant is the organizer, promoter, administrator and producer of Visit Lauderdale Food & Wine Festival ("Event"), for the benefit of the community; and

**WHEREAS**, the City is providing funding for the Participant's event and authorizes the proper City Officials to enter into this agreement ("Agreement") which will enhance family activity, recreation and provide opportunities for the expansion of tourist- related facilities and activities; and

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICES**

**A. Activities**

The Participant shall coordinate, promote, administer, and produce the Visit Lauderdale Food & Wine Festival. The event and planned activities include pairing dinners, culinary demonstrations, and sampling of food and beverages by local and national chefs, restaurants and beverage companies.

**B. Deliverables**

The Participant will coordinate, promote, produce, and host the Events held on Fort Lauderdale Beach as described in City Commission Agenda Memorandum No. 22-1157 and the Beach Business Improvement District (BBID) Grant Application.

**C. Locations:**

Las Olas Oceanside Park, 3000 East Las Olas Boulevard, Fort Lauderdale, FL 33316 and various local restaurants and hotels.

D. Use of Funds

The BBID Funds will be disbursed on a reimbursement basis based upon the Participant providing supporting receipts and invoices within the deadlines set forth herein. BBID Funds will be used to support the costs associated with event services such as coordinating, promoting, administering, producing, and hosting the events.

The City reserves the right to examine the records of the Participant. Any funds not expended during the term or for the Activities identified above, under Section I. Scope of Services, shall automatically be returned by the Participant to the City. The City reserves the right to conduct audits of the Participant, which shall be in accordance with Generally Accepted Government Auditing Standards (GAGAS).

**II. TERM AND TIME OF PERFORMANCE**

The effective date of this Agreement shall commence upon the date of execution by the last party to this Agreement. The Participant shall expend the funds between effective date of this Agreement and September 30, 2023.

**III. BUDGET**

Within ninety (90) days of the close of the Participant's fiscal year, a financial statement, prepared in accordance with generally accepted accounting principles, accounting for these funds and reporting upon the manner in which they were expended, shall be submitted to:

**CITY OF FORT LAUDERDALE**

Nighttime Economy Division  
300 SW 2nd Street, Suite 5  
Fort Lauderdale, FL 33312

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$70,000 and shall be disbursed subject to satisfaction of the conditions stated herein. The City shall reimburse approved costs related to the event provided invoices for payment (with all supporting documentation such as receipts, cancelled checks, contracts and other information requested by the City) have been submitted to the City within ninety (90) days after conclusion of the event as noted in the application submitted to the City. The City has the right to deny a reimbursement request if the invoice and supporting documentation has not been submitted within the ninety-day period. Funding under this Agreement is subject to budget and appropriation by the City Commission.

## **V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

### **As to the City:**

Greg Chavarria  
City Manager  
City Manager's Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

### **As to the Participant:**

Katrina Reed  
President  
Greater Fort Lauderdale Food & Wine Festival Inc.  
184 Christine Drive  
Satellite Beach, FL 32937

## **VI. GENERAL CONDITIONS**

### **A. "Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

### **B. Hold Harmless**

Participant shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. City reserves the right to select counsel of its own choosing.

### C. Amendments

The City or Participant, subject to City Commission approval, may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of the Participant and by the City Manager. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Participant from its obligations under this agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Participant.

### D. Public Records

**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 or by email at [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV) or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records).**

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. 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 (2016), as may be amended or revised, or as otherwise provided by law.
3. 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 Agreement term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of this Agreement, 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 this Agreement, 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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 18 day of Jan 2023.

**PARTICIPANT OR CONTRACTOR**

**Greater Fort Lauderdale Food & Wine Festival Inc.,**  
a Florida for profit corporation

WITNESSES:

X [Signature]  
X Chuc Frey  
[Witness print name]

X [Signature]  
X Christianah Aina  
[Witness print name]

By: [Signature]  
Katrina Reed, President

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Secretary

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18 day of Jan, 2023, by Katrina Reed as President for Greater Fort Lauderdale Food & Wine Festival Inc.

[Signature]  
Signature of Notary Public - State of Florida

Mark Hausfeld  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR  Produced Identification

Type of Identification Produced: Full valid

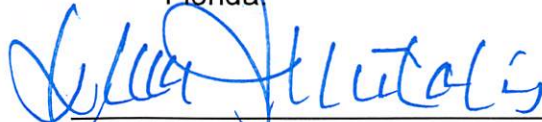


Mark Hausfeld  
Comm.: GG 958440  
My Commission Expires:  
May 20, 2024

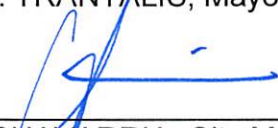


CITY

CITY OF FORT LAUDERDALE, a  
municipal corporation of the State of  
Florida



DEAN J. TRANTALIS, Mayor



GREG CHAVARRIA, City Manager

Date: January 31, 2023

(SEAL)

ATTEST:

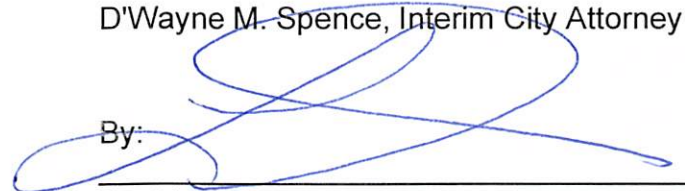


DAVID R. SOLOMAN, City Clerk



Approved as to form:

D'Wayne M. Spence, Interim City Attorney



By:

LYNN SOLOMON, Asst. City Attorney



# DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 1/24/23

DOCUMENT TITLE: BBID GRANT Participation Agreement with Greater Fort Lauderdale Food & Wine Festival Inc., for 70K

. MTG. DATE: 1/10/23 CAM #: 22-1157 ITEM #: CM-4 CAM attached:  YES  NO

Routing Origin: COA Router Name/Ext: Sonia S x5598 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: \_\_\_\_\_ Attorney's Name: Lynn Solomon Initials: [Signature]

3) City Clerk's Office: # of originals: 1 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 01/26/23

4) City Manager's Office: CMO LOG #: JAN-59 Document received from: CCO 01/24/23

Assigned to: GREG CHAVARRIA  ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO (Initial) S. GRANT (Initial)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward  originals to  Mayor  CCO Date: 01/31/23

5) Mayor/CRA Chairman: Please sign as indicated.

Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

### INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains \_\_\_\_\_ original and forwards 1 originals to: Sonia Sierra x5598/ CAO

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to CAO  
CAO# 22-1077