

3 ✓ 12/23/14

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: **Agreement with JM Auto, Inc., for a sponsorship of Sunday Jazz Brunch 2015**

Approved Comm. Mtg. on: **December 2, 2014** **CAM #: 14-1303** **ITEM #: CM-5**

Routing Origin: CAO Also attached: copy of CAM Original Documents

1) **City Attorney's Office:** Approved as to Form # 3 Original and Delivered to City Manager on _____.

DJ Williams-Persad 

2) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward 1 original to Mayor.

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

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, 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, real.

3) **Mayor:** Please sign as indicated and forward 3 original to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Retains one original and forwards 2 copy of document to:

Denise DiPalo, Transportation & Mobility

Original Route form to Glynis Burney, CAO

12/19

AGREEMENT

THIS IS AN AGREEMENT, dated November 21, 2014, between:

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

and

JM AUTO, INC., d/b/a JM Lexus, a Florida corporation ("JM")

WHEREAS, both the City and the JM are desirous of entering into this Agreement which shall allow JM to provide a sponsorship for the City's monthly Jazz Brunch for the year 2015 (the "Event") as set forth on Exhibit A; and

WHEREAS, the City Commission by motion at its meeting of December 2, 2014, authorized the execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set out below, the parties agree as follows:

1. RESPONSIBILITIES OF JM

JM agrees to do the following:

- a. Sponsor the monthly series as the title sponsor for the year 2015.
- b. Make a cash sponsorship payment to the City of \$20,000 to be paid to City by JM upon receipt of City invoice.
- c. Distribute promotional brochures for the Event in JM Lexus showroom.
- d. Provide up to 6 corporate welcome banners (3' x 15') to be displayed throughout the event in prominent locations. Existing banners will be replaced only as needed due to text change or deterioration.
- e. Provide one 4' x 8' corporate banner for display in JM Lexus' marketing booth.
- f. Provide three JM Lexus vehicles for display at each of the Event dates. At JM's option, provide additional vehicles for a large display for one Jazz Brunch date, which date shall be mutually agreed upon in advance by City's Parks and Recreation Director and JM.

2. RESPONSIBILITIES OF THE CITY

The City agrees to do the following:

- a. Promote JM as the title sponsor of the City's Event, held along the Riverwalk. The official title to read: "*JM Lexus Sunday Jazz Brunch*".
- b. Facilitate the creation of a new Event logo as needed.
- c. Facilitate the design and printing of the Jazz Brunch brochure.
- d. Include corporate identification in the following marketing campaign for the Event:
 1. Full color brochures (18,000 print)
 2. All sponsored print advertising
 3. All sponsored television advertising
 4. Calendar listings in local newspapers and magazines
 5. Monthly press releases and e-mail blasts
 6. Monthly news releases to Civic and Homeowner Associations (over 100)
 7. City of Fort Lauderdale's website: www.fortlauderdale.gov/events with brochure attachment
 8. Provide a link from the City's website to JM Lexus website
 9. Mail the brochure to our current mailing list, which contains over 7,000 names
 10. Distribution of brochures in all Parks and Recreation facilities and at the Event
 11. Inclusion in all City produced publications including but not limited to:

Water bills, On hold message, public government access channel;
Inclusion in Parks & Recreation Social Media (i.e. Facebook & Twitter);
Parks & Recreation Special Events hotline 954-828-5363
- e. Provide a 10 X 10 tent, 2 tables and 4 chairs for JM upon request.
- f. Provide two locations for JM vehicle displays at each date of the Event. During one Event date JM will have the option to display up to a dozen JM Lexus vehicles (as provided in Section 1.F above) for which the City will facilitate a road closure of SW Second Street, as may be permitted by applicable laws.
- g. Produce and facilitate the event including but not limited to:
 1. Secure the entertainers for the following stages:

Esplanade Main Stage, Connie Hoffmann Gazebo and the Broward Center for the Performing Arts Peck Courtyard.

2. Secure entertainers for *Las Olas Riverfront stage* when necessary.
 3. Provide all rental equipment and staff necessary to coordinate the Event each month
 4. Facilitate food and beverage sales at the Event.
 5. Recruit Arts & Crafts vendors for sales at the Event
 6. Maintain Event hotline and mailing list
- h. Display all *JM Lexus* banners at highly visible locations throughout the Event each month in accordance with applicable City Code.
 - i. Coordinate hanging of Event light pole banners in City entrance areas of Riverwalk. The banners will also be hung in the area of the Riverwalk from the railroad tracks to the Broward Center for the Performing Arts as indicated in the schedule from the Riverwalk Manager and in accordance with City Code. Banners include the 16 poles that are controlled by the City and an additional 9 poles that are controlled by Riverwalk, Inc. The banner poles operated by Riverwalk, Inc. will display JM Lexus Jazz Brunch banners with an advertising section at the bottom. No advertiser will be placed on these banners that would in the City's determination directly compete with the products offered by JM Lexus.
 - j. Secure additional media sponsors to cross promote the event on a regular basis.
 - k. Secure additional marketing sponsors

3. TERM

This Agreement shall commence on January 1, 2015 and terminate on December 31, 2015 for the Jazz Brunch events held during the 2015 calendar year. Either party may terminate this Agreement upon written notice for failure to cure a default by the other party under the terms and conditions of this Agreement which default remains uncured after thirty (30) days written notice.

4. AMENDMENTS

Changes which are mutually agreed upon by the City and JM shall be incorporated in written amendments to this Agreement signed by both parties with the same favorability herewith.

5. INDEMNIFICATION

JM agrees to indemnify and hold harmless City, as well as its employees and agents, against any and all damage of any nature whatsoever including but not limited to death or injury, property damage, claims, suits, actions, judgments, attorney fees and court costs arising out of, attributable to or in any way connected with, the acts, omissions, negligence, willful or intentional misconduct of JM, its subcontractors, employees and agents in connection with activities arising out of or related to this Agreement. Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2014) as amended or revised, the City agrees to indemnify and hold harmless JM against a judgment entered by a court of competent jurisdiction in the State of Florida against JM for damages or injuries caused by the City's negligence in connection with activities arising out of or related to this Agreement. The foregoing sentence does not serve as a waiver of the City's sovereign immunity or of any other legal defense available to the City.

This indemnification provision shall survive termination or expiration of this Agreement and shall not be limited by any insurance required under this Agreement.

6. INSURANCE

JM agrees to furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the entire term of the Agreement. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the JM's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of JM to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Parks and Recreation Department.

JM's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by JM that excludes coverage for the events described in this Agreement shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes

Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors
- f. Waiver of subrogation against the City

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$1,000,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Parks & Recreation
1350 W. Broward Blvd.
Fort Lauderdale, FL 33312

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida, with venue for the purposes of litigation or administrative proceedings lying in Broward County, Florida.

8. EXTENT OF AGREEMENT

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

9. NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice sent by registered U.S. 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 changed by written notice in compliance with the provisions of this Section:

CITY
City of Fort Lauderdale
ATTN: City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301dd

JM Lexus
ATTN:

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. WAIVER

Either party's waiver of any breach of any term or condition, or covenant of this Agreement shall not constitute the waiver of any other breach of the same or any other term, condition, or covenant of this Agreement.

12. 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 JM.

13. SECURITIES

JM acknowledges and agrees that City assumes no responsibility whatsoever for any property, materials, or equipment of JM, 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 JM.

14. COMPLIANCE WITH LAWS

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

15. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

16. DAMAGES TO FACILITY-REIMBURSEMENT

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

17. NON-DISCRIMINATION

JM shall not in exercising any of the rights or privileges granted to JM herein on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any persons or group of persons in any manner. JM 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. JM understands that JM 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.

18. MISCELLANEOUS

City, through its authorized representatives, reserves the right to eject any

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

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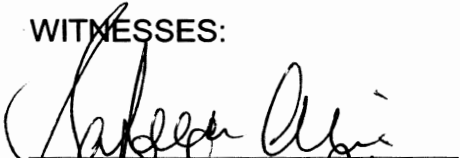
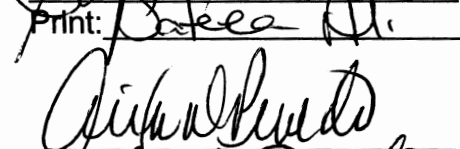
[SIGNATURE PAGES FOLLOW]

L:/agmts/parksandrec/2014/JM sponsorship revised


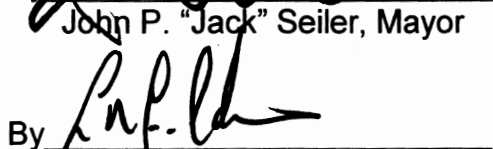
AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND
JM AUTO, INC., a Florida for profit corporation

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day
and year first written above.

WITNESSES:


Print: John P. Seiler

Print: Lee R. Feldman

CITY OF FORT LAUDERDALE

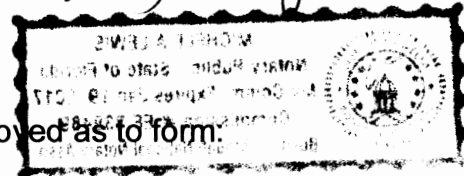
By 
John P. "Jack" Seiler, Mayor
By 
Lee R. Feldman, City Manager

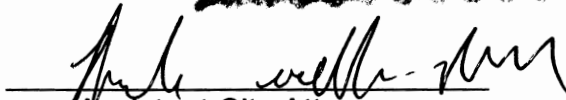
(CORPORATE SEAL)

ATTEST:


City Clerk

Approved as to form:




Assistant City Attorney

JM AUTO, INC.

Print: _____

By _____

Name: JIM DUNN

Title: V.P. GEN MGR.

Print: _____

ATTEST:

(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this
DEC 1, 2014, by JIM DUNN as
_____, of JM AUTO, INC., on behalf of the corporation. They are
personally known to me or have produced
PERSONALLY KNOWN as identification.

(SEAL) Michele A Lewis
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)



Name of Notary Typed, Printed
Or Stamped

My Commission Expires:

Commission Number

EXHIBIT "A"
EVENTS, TIMES, FACILITIES

The Sunday Jazz Brunch is a free outdoor concert series that takes place the first Sunday of each month 11:00 a.m. to 2:00 p.m. along the Riverwalk from the Broward Center for the Performing Arts to the Las Olas Riverfront. The stages are located at the Esplanade Gazebo, the Connie Hoffmann Gazebo and the Broward Center for the Performing Arts. There are arts & crafts, food & beverage vendors set-up throughout the event with merchandise/items for sale. Event patrons are welcome to bring their own food and beverages.

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

