

AGREEMENT

THIS IS AN AGREEMENT, made this 2nd day of April, 2013, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the state of Florida, hereinafter referred to as "CITY,"

and

GREATER FORT LAUDERDALE SISTER CITIES INTERNATIONAL, INC, a Florida not-for-profit corporation (hereinafter referred to as "SISTER CITIES INTERNATIONAL").

By Motion at its meeting on April 2, 2013 the City Commission of the City of Fort Lauderdale, Florida authorized the proper City officials to enter into this Agreement.

In consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the adequacy of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to set forth the understandings of the CITY and SISTER CITIES INTERNATIONAL with respect to the Sister Cities Program, the devoting of city staff, providing office space and funding, reimbursement, and other associated issues pertaining to the Sister Cities Program.

2. TERM. The term of this Agreement shall run for one (1) year from October 1, 2012, nunc pro tunc, to September 30, 2013, unless terminated prior to said date as provided herein. The terms of this Agreement shall be given the legal effect as if the Agreement was entered into on this date.

3. RESPONSIBILITIES OF CITY. The CITY shall:

- A. Provide SISTER CITIES INTERNATIONAL with an office, to be selected at the discretion of the CITY, with an annual rent plus pro-rata share of all expenses charged in addition by property management company (taxes, insurance, operating costs) to be paid by SISTER CITIES INTERNATIONAL to the CITY.
- B. Provide, upon execution, funding in the not to exceed amount of nineteen thousand (\$19,000.00) dollars, subject to the following conditions:

CAM #13-0174
Exhibit 1

- i. Funding shall be used for expenses incurred by SISTER CITIES INTERNATIONAL and for CITY-related expenses.
 - ii. Under no circumstances shall CITY be required to pay more than the approved funding set forth herein.
 - iii. The funding described herein is exclusive of any funds established or set-aside through the CITY's budget process for the Mayor and City Commission.
- C. During exchanges with other Sister Cities or delegations from other local governments invited by SISTER CITIES INTERNATIONAL, CITY shall only be required to assist SISTER CITIES INTERNATIONAL in economic development activity, including but not limited to, setting contacts with businesses and organizing familiarization tours related to economic development activity within the City of Fort Lauderdale. CITY shall not be responsible for escorting visiting groups or delegations during their entire visit.
- D. At its discretion with regard to location, prominently display artifacts, public documents and other materials of Sister Cities at public locations.
- E. Appoint its Economic Development Department as the administrator of this Agreement on behalf of the CITY. The CITY's Economic Development Department (hereinafter referred to as "Department") shall designate a liaison to attend SISTER CITIES INTERNATIONAL meetings, and to coordinate the activities of the Department and SISTER CITIES INTERNATIONAL, and otherwise oversee the Agreement.
- F. Has the sole discretionary authority to decide whether to participate in any manner, financially or otherwise, in any activity and programs sponsored by SISTER CITIES INTERNATIONAL.

4. RESPONSIBILITIES OF SISTER CITIES. SISTER CITIES INTERNATIONAL shall:

- A. Provide sufficient committee volunteers to perform *all* necessary logistical support during exchanges with Sister Cities or delegations, including but not limited to escorting guests, providing translators, and providing for transportation, lodging and activities for guests.
- B. Provide all volunteers and resources for any fundraising activities and

contributions benefiting SISTER CITIES INTERNATIONAL activities. CITY staff shall not be required to participate in, organize, or take part in any manner in such activity.

- C. Provide all necessary event information, press releases, media relations and event support, including but not limited to, logistics, event setup and breakdown, and photography to the City's Public Information Department at least two (2) weeks in advance of every event.
- D. Provide postage costs for mass mailings sent through the City's Business Enterprises Department.
- E. Provide payment to the CITY for the rental of office space, to be selected at the discretion of the CITY, plus pro-rata share of all expenses charged in addition by property management company (taxes, insurance, operating costs).
- F. Provide payments for other printing and postage for all services provided through the City's Print Shop/Mail Room (Business Enterprises Department).
- G. Provide payment of proportionate share of the copier lease and purchasing of any copy paper.

5. ASSIGNMENT. SISTER CITIES INTERNATIONAL shall have no authority to assign any portion of this Agreement to a third party. Should SISTER CITIES INTERNATIONAL attempt to assign this Agreement, then this Agreement shall be terminated forthwith, without prior notice to SISTER CITIES INTERNATIONAL.

6. DAMAGE TO PREMISES. SISTER CITIES INTERNATIONAL shall be responsible for any and all damage to CITY property, including but not limited to the office space provided by CITY, as referenced in Paragraph 3.A. of this Agreement.

7. INSURANCE. SISTER CITIES INTERNATIONAL shall provide, pay for, and maintain in force during the term of this Agreement, adequate insurance as determined by the CITY's Risk Manager, including but not limited to automobile and comprehensive general liability insurance. The policy or policies contemplated herein shall be issued by an approved company authorized to do business in the State of Florida, and having agents located in the State of Florida upon whom service of process may be made.

8. INDEMNIFICATION. SISTER CITIES INTERNATIONAL shall indemnify, defend and hold harmless the CITY, its officers, agents and employees from and against any and all claims, suit actions, damages, liabilities, expenditures, or causes of action of any kind arising from this Agreement and resulting or accruing from any negligent act, omission or error by SISTER CITIES INTERNATIONAL, its officers, employees, agents, or

volunteers, resulting in or relating to, injuries to body, life, limb, or property sustained in connection with the operation of this Agreement.

SISTER CITIES INTERNATIONAL shall hold and save the CITY harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in connection with the performance of this Agreement.

The covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as SISTER CITIES INTERNATIONAL'S responsibility to indemnify the CITY, its officers, servants, agents and employees for any acts and/or omissions occurring during the term of this Agreement.

The execution of this Agreement by SISTER CITIES INTERNATIONAL shall obligate SISTER CITIES INTERNATIONAL to comply with the foregoing indemnification provision.

The parties recognize that various provisions of this Agreement, including but not limited to this paragraph, provide for indemnification by SISTER CITIES INTERNATIONAL and that Section 725.06, Florida Statutes requires a specific consideration be given. The parties agree that the sum of ten dollars (\$10.00), receipt of which is hereby acknowledged, and the mutual considerations and obligations contained in this Agreement are the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to this Agreement.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employer/employee relationship between the parties. SISTER CITIES INTERNATIONAL is an independent contractor under this Agreement, and is not a division, department, or sub-entity of CITY. SISTER CITIES INTERNATIONAL shall be responsible for its own employees, agents, officers and volunteers with respect to its own personnel policies, tax and Internal Revenue Code responsibilities, Fair Labor Standards Act requirements, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures. SISTER CITIES INTERNATIONAL agrees that it is a separate and independent enterprise from the CITY.

10. OFFICE SPACE. The office space provided to SISTER CITIES INTERNATIONAL by CITY may not be altered, adjusted, partitioned, added to, or improved in any manner without the express written consent of the Director of the Economic Development Department.

11. AMENDMENTS. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and equal dignity herewith.

12. SURRENDER UPON TERMINATION. SISTER CITIES INTERNATIONAL shall peaceably surrender to CITY any office space provided by CITY immediately upon

expiration of the term of the Agreement or upon termination of the Agreement by either party as provided herein. SISTER CITIES INTERNATIONAL shall remove from said space, at its own expense, any personal property left therein within three (3) business days of termination of this Agreement or expiration of the term, whichever comes first.

13. WAIVER. Failure of the CITY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

14. TERMINATION. This Agreement may be canceled by CITY or SISTER CITIES INTERNATIONAL for whatever reason upon thirty (30) days' written notice to the other of its intent to terminate this Agreement. A breach or default of any of the provisions of this Agreement by SISTER CITIES INTERNATIONAL will result in immediate termination of this Agreement, and such termination shall be effected by CITY giving notice in writing pursuant to paragraph 15 below.

15. NOTICE. Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto, shall be in writing and shall be given by certified or registered mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by written notice.

Notice to CITY shall be addressed to:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Notice to SISTER CITIES INTERNATIONAL shall be addressed to:

Antonio Marcelli
Greater Fort Lauderdale Sister Cities International, Inc
101 NE Third Avenue, Suite 1400
Fort Lauderdale, FL 33301

16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. It may not be modified or terminated except as provided herein. If any provision herein is deemed invalid or unenforceable, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions of the Agreement.

17. LAWS AND ORDINANCES. SISTER CITIES INTERNATIONAL shall observe all laws, ordinances and regulations of the CITY, county, state and federal agencies in connection with the performance of the Sister Cities Program.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and venue for purposes of litigation arising out of this Agreement shall be Broward County, Florida.

19. COPIES OF AGREEMENT. This Agreement shall be executed in three (3) original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

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

By _____
JOHN P. "JACK" SEILER, Mayor

By _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

CARRIE L. SARVER
Assistant City Attorney

WITNESSES:

GREATER FORT LAUDERDALE
SISTER CITIES INTERNATIONAL,
INC, a Florida not-for-profit corporation

By _____

[Witness print/type name]

[Print name and title]

[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, as _____, of GREATER FORT LAUDERDALE SISTER CITIES INTERNATIONAL, INC, who: ☐ has produced _____ as identification or ☐ is personally known to me.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number