

**CITY OF FORT LAUDERDALE  
FY 2024 GRANT PARTICIPATION  
AGREEMENT**

THIS AGREEMENT, entered this 30 day of Oct 2023  
by and between:

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

**WINTERFEST, INC.**, a Florida Not for Profit  
Corporation whose principal address is 512 NE 3rd Avenue,  
Fort Lauderdale, FL 33301 hereinafter referred to as  
"Participant" or "Contractor".

**WHEREAS**, the Participant is the organizer, promoter, administrator, and  
producer of The Seminole Hard Rock Winterfest Boat Parade Viewing Area ("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

**WHEREAS**, in partial consideration of receiving the Grant (defined  
below), Participant agrees to broadcast the City's and BBID's support of this Event  
through multiple mediums of communication.

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 Seminole  
Hard Rock Winterfest Boat Parade Viewing Area on December 16, 2023. The event  
and planned activities include live music, food and beverage for purchase, sponsor  
activations, sampling, vendor booths, children's activities boat parade viewing, live  
commentary of the parade, and festival atmosphere.

**B. Deliverables**

The Participant will coordinate, promote, produce, and host the event including  
bands, provision of food and beverage, prize wheels, giveaways, photo  
opportunities and viewing of the boat parade as described in City Commission  
Agenda Memorandum No. 23-0881 and the Beach Business Improvement District  
(BBID) Grant Application. Further, prior to the Event, Participant shall provide a  
written detailed plan ("Promotional Plan") of all marketing and promotional  
activities

for the Event which plan shall include a strategy and process for acknowledging the financial and other support provided by the City and the BBID for this Event. The City expects the public acknowledgement shall be included in all broadcasts, telecommunications, billboards, jumbotron, LED display, pamphlets, brochures, programs, social media and other medium used by the Participant to market and promote the Event prior to and during the Event. Acknowledgement of the City's contribution shall be included in all print, social media, telecommunications, telescreen during the Event as well. The Participant shall provide authorized representatives of the City access to the Event to verify execution of the Promotional Plan, in particular the promotion of the City and BBID's contribution, at Participant's expense, and shall provide such documentary evidence after the conclusion of the Event as reasonably requested by the City.

**C. Locations:**

Las Olas Intracoastal Promenade Park at 80 Las Olas Circle, Fort Lauderdale, FL 33316.

**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 the effective date of this Agreement and September 30, 2024.

**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**

Development Services Department  
700 NW 19<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$ 25,000 (the "Grant") 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:**

Lisa Scott-Founds  
President  
Winterfest Inc.  
512 NE 3rd Avenue  
Fort Lauderdale, FL 33301

**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 maintains public records upon completion of this Agreement, 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.

#### E. Default

The following events shall constitute an "Event of Default" pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If the Participant or any endorser of the Agreement 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 Act or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any

present or future Federal Bankruptcy Act or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant or of any endorser of the Agreement, of any trustee, receiver, or liquidator of the Participant or any endorser of the Note, or of all or any portion of the Property, 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.

3. Participant's breach, violation, or failure to perform any of the obligations or any of the covenants and conditions contained herein.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days to cure such default. If Participant fails to cure the default within the thirty (30) days, the Agreement will be deemed terminated and the City shall declare immediately due and payable, all monies advanced hereunder this Agreement.

#### F. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

#### VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### VIII. WAIVER

The City's failure to act with respect to a breach by the Participant does not waive its right to act with respect to subsequent or similar breaches. Failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### IX. ENTIRE AGREEMENT

This Agreement, along with attachments, shall constitute the entire Agreement between City and Participant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participant with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

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

**PARTICIPANT OR CONTRACTOR**

**WINTERFEST INC., a  
Florida Not for Profit Corporation**

WITNESSES:

[Signature]

Dawn Diehl  
[Witness print name]

[Signature]  
[Witness print name]

By: Lisa A Founds, Pres & CEO  
Lisa Scott-Founds, President

ATTEST:

[Signature]  
Print Name: Karla Nelson Thatcher Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

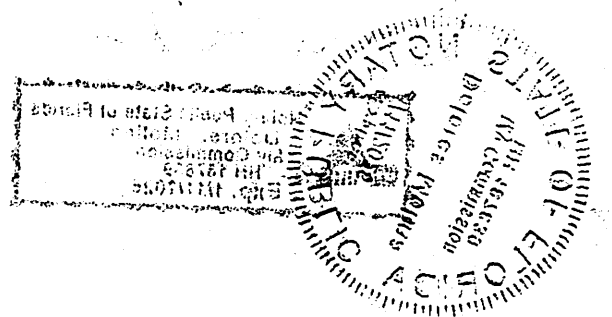
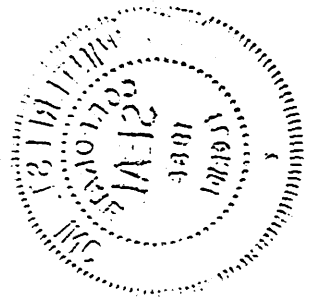
The foregoing instrument was acknowledged before me by means of  physical  
presence or  online notarization, this 18th day of 10, 2023 by  
Lisa Scott-Founds as President for Winterfest Inc.

[Signature]  
Signature of Notary Public, State of Florida

[Notary Seal]  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR  Produced Identification


Type of Identification Produced: \_\_\_\_\_





CITY

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

  
\_\_\_\_\_  
DEAN J. TRANTALIS, Mayor

  
\_\_\_\_\_  
GREG CHAVARRIA, City Manager

Date: 10/25/23

(SEAL)

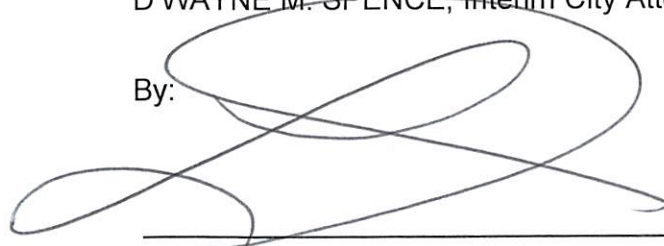
ATTEST:

  
Ar \_\_\_\_\_  
DAVID R. SOLOMAN, City Clerk



Approved as to form and correctness:  
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: 10/23/23

DOCUMENT TITLE: WINTERFEST, Inc., & COFL FY 2023 Grant Participation Agreement

COMM. MTG. DATE: 9/5/23 CAM #: 23-0881 ITEM #: CM-10 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: 2

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

Date to CCO: 10/23/23 Attorney's Name: Lynn Solomon Initials: [Signature]

3) City Clerk's Office: # of originals: 2 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 10/24/23

4) City Manager's Office: CMO LOG #: DCT ~~10/21~~ 71 Document received from: CCO 10/25/23

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: 10/25/23 I/O

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 2 originals to: Von Howard x6657/CMO/ Eco Dev.

\*\*\*\*\*Please email a scan of completely executed documents to [ssierra@fortlauderdale.gov](mailto:ssierra@fortlauderdale.gov)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO Original Route form to CAO

