

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

RMH CM-5 [24-0725](#)

Motion Authorizing the Acceptance of Fresh & Saltwater Submersible Hurst Rescue Tools in the Amount of - \$41,730 from Firehouse Subs Public Safety Foundation - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

RMH CM-6 [24-0738](#)

Motion Approving a Retroactive Agreement for the State Road A1A Streetscape Improvement Project - Weekley Paving and Asphalt, Inc. - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

LS CM-7 [24-0763](#)

Motion Approving FY 2024 Beach Business Improvement District (BBID) Grant Funding of Flockfest, FemAle Brewfest, and the Florida Panthers Stanley Cup Champions Parade in the total amount of \$135,000 - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

LS CM-8 [24-0768](#)

Motion Approving the Third Amendment to the Purchase and Sale Agreement Between The Pantry Lofts Ltd. as successor to Green Mills Holdings, LLC and the City of Fort Lauderdale - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

PGB CM-9 [24-0771](#)

Motion Authorizing Purchase of Excess Workers' Compensation Insurance - Safety National Casualty Corporation - \$591,592 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#24-0763

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: September 3, 2024

TITLE: Motion Approving FY 2024 Beach Business Improvement District (BBID) Grant Funding of Flockfest, FemAle Brewfest, and the Florida Panthers Stanley Cup Champions Parade in the amount of \$135,000 - (**Commission District 2**).

Recommendation

Staff recommends the City Commission approve BBID Funding in the amount of \$135,000 to assist with funding for the following events to occur in FY 2024: Flockfest, FemAle Brewfest, and the Florida Panthers Stanley Cup Champions Parade.

Background

For events to be held in FY 2024, the BBID Advisory Committee implemented a new application procedure to better plan their use of funds for the entire year. The new procedure allowed the BBID Advisory Committee to look at all funding requests and at the same time to make the most informed decision regarding the funds available for the budget year. However, some requests were made after the application period closed (Exhibit 1).

- At the February 12, 2024, BBID Advisory Committee meeting, the organizers of Flockfest requested \$25,000 from the BBID to produce the event to be held on July 6, 2024, and the members unanimously recommended approval (Exhibit 1).
- At the May 13, 2024, BBID Advisory Committee meeting, the organizers of the FemAle Brewfest requested \$10,000 from the BBID to produce the event scheduled for September 14, 2024, and the members unanimously recommended approval (Exhibit 1a).
- At the July 8, 2024, BBID Advisory Committee meeting, the Florida Panthers organization requested \$100,000 from the BBID to produce the Stanley Cup Champions Parade for the Florida Panthers Hockey team, which was held on June 30, 2024, and the members unanimously recommended approval, contingent upon the City Commission's approval of a budget amendment to transfer \$30,000 from

the fund balance, with the remainder to be covered from the FY24 budget (Exhibit 1b).

The BBID Grant Funding application provides a detailed description of the event (Exhibit 2, Exhibit 2a and Exhibit 2b). Funds from the BBID will be used to supplement expenses associated with the event.

Resource Impact

There will be a \$ 135,000 Fiscal Year 2024 impact to the city in the account listed below. This item is contingent upon the approval of the Consolidated Budget Amendment CAM 24-0325, which includes a transfer of \$30,000 from the fund balance, as requested in the Amendment.

<i>Funds available as of January 9, 2024</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-135-1430-552-40-4299	Beach Business Improvement District	Other Operating Expenses/Promotional Contributions	\$968,301	\$161,884	\$135,000
TOTAL AMOUNT ►					\$135,000

Strategic Connections

This item is a *2024 Commission Priority*, advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2029 Strategic Plan*, specifically advancing:

- The Public Places Focus Area
- Goal 5: Build a beautiful and welcoming community
- The Business Growth and Support Focus Area
- Goal 6: Build a diverse and attractive economy

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Here and We are Prosperous*.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan* specifically advancing:

- The Parks, Recreation, and Open Space Focus Area
- The Parks, Recreation & Open Space Element
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our City

Attachments

Exhibit 1 – Feb 12, 2024 BBID Meeting Minutes
 Exhibit 1a – May 13, 2024 BBID Meeting Minutes
 09/03/2024
 CAM #24-0763

Exhibit 1b – July 8, 2024 BBID Meeting Minutes
Exhibit 2 – FY 2024 Flockfest BBID Grant Application
Exhibit 2a – FY 2024 FemAle Brewfest BBID Grant Application
Exhibit 2b – FY 2024 Panthers Stanley Cup Champions Parade BBID Grant Application
Exhibit 3 – FY2024 Flockfest Participation Agreement
Exhibit 3a – FY2024 FemAle Participation Agreement
Exhibit 3b – FY2024 Panthers Participation Agreement

Prepared by: Judy Erickson, BBID Manager

Department Director: Carl Williams, Director, Parks and Recreation

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

THIS AGREEMENT, entered this 5th day of 2024 Sept. by and between:

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

and

UNITEUS GROUP INC., a Florida Profit Corporation whose principal address is 1720 SW 12 Court Fort Lauderdale, FL 33312 hereinafter referred to as "Participant" or "Contractor".

WHEREAS, the Participant is the organizer, promoter, administrator, and producer of FemAle Brewfest ("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 FemAle Brewfest. The Event is a craft beer festival highlighting women in the brewing industry and the planned activities consist of beer samplings, artisan vendor spaces, food vendors and live DJ.

B. Deliverables

The Participant will coordinate, promote, produce, and host the Event at Las Olas Oceanside Park on September 14, 2024, as described in City Commission Agenda Memorandum 24-0763 and the Beach Business Improvement (BBID) Grant Funding 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 digital and web media, 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, signage and 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 Oceanside Park 3000 E. Las Olas Blvd 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. The Funds will be used to supplement some of the cost for marketing, tents, entertainment, and transportation.

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, 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

Aquatic Center Complex
Attn: Beach Business
Improvement District Office

501 Seabreeze Boulevard
Fort Lauderdale, FL 33316

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$10,000 (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:

Susan Grant
Acting City Manager
101 NE 3rd Ave., Ste. 2100
City of Fort Lauderdale
Fort Lauderdale, FL 33301

As to the Participant:

Andrew A. Martineau
President
UNITEUS GROUP Inc.
1720 SW 12 COURT
FORT LAUDERDALE, FL 33312

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 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 5th day of September 2024.

PARTICIPANT OR CONTRACTOR

WITNESSES:

[Signature]
FRANCIS ANTONIO-MARTINEAU
[Witness print name]

[Signature]
JULIEN BAPAGHARI
[Witness print name]

UNITEUS GROUP INC ., a Florida Profit Corporation

By: [Signature]
Andrew A. Martineau, 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 5th day of Sept, 2024, Andrew A. Martineau as President for UNITEUS GROUP Inc.

[Signature]
Signature of Notary Public - State of Florida



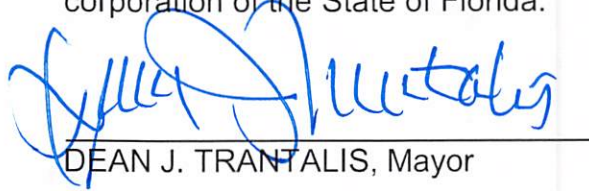
Print, Type, or Stamp Commissioned Name of Notary Public

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


SUSAN GRANT, Acting City Manager

Date: 9/13/24

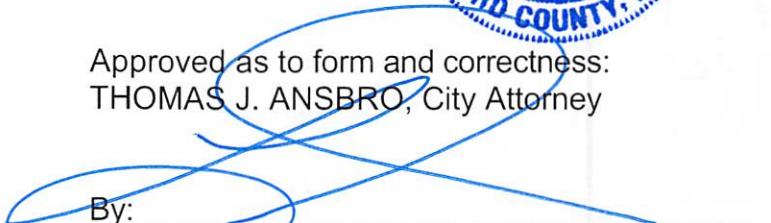
(SEAL)

ATTEST:


DAVID R. SOLOMAN, City Clerk



Approved as to form and correctness:
THOMAS J. ANSBRO, City Attorney


By: _____
LYNN SOLOMON, Asst. City Attorney



DOCUMENT ROUTING FORM

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

TODAY'S DATE: 9/12/24

DOCUMENT TITLE: Beach Business Improvement District – BBID Grant – FemAle Brewfest -2024 Grant Participation Agreement

COMM. MTG. DATE: 9/3/24 CAM #: 24-0763 ITEM #: CM-7 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: 9/12/24 Attorney's Name: Lynn Solomon Initials: LS

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 09/12/24

4) City Manager's Office: CMO LOG #: SEP 30 30130 Document received from: 9/13/24
Assigned to: SUSAN GRANT ANTHONY FAJARDO LAURA REESE BEN ROGERS

SUSAN GRANT as Acting City Manager

APPROVED FOR S. GRANT'S SIGNATURE N/A FOR S. GRANT TO SIGN

PER ACM: A. Fajardo (Initial/Date) PER ACM: L. REESE (Initial/Date)

B. Rogers (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to Mayor CCO Date: 9/16/24

3) 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 _____ originals to: Judy Erickson/Ext 4599/ BBID Manager

*****Please email a scan of completely executed documents to ssierra@fortlauderdale.gov

Attach _____ certified Reso # _____ YES NO Original Route form to CAO

