

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

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

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

and

LAUDERDALE AIRSHOW, LLC., a Florida Limited Liability Company whose principal address is 5700 N. US#1, Suite 280, Melbourne, FL 32940 hereinafter referred to as "Participant" or "Contractor".

WHEREAS, the Participant is the organizer, promoter, administrator, and producer of Fort Lauderdale Airshow 2023 ("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, and host the Event which includes aircraft flight demonstrations and ancillary activities such as entertainment, exhibits, souvenir and refreshment sales and evening hospitality events at local venues for pilot meet-and-greets.

B. Deliverables

The Participant will coordinate, promote, and host the Fort Lauderdale Air Show on April 29-30, 2023. The activities include aerial exhibition of military and civilian aircraft as well as parachute teams. The event will feature the U.S. Navy Blue Angels and additional activities including exhibits, simulators, and displays for ticket holders at the show center, and evening hospitality events at local venues for pilot meet-and-greets. City Commission Agenda Memorandum 23-0255 and the Beach Business Improvement (BBID) Grant Funding Application provide detailed descriptions of the event.

C. Locations:

Over the oceanfront visible from Fort Lauderdale Beach Park (1100 Seabreeze Blvd, Fort Lauderdale, FL 33316) to Oakland Park Blvd with the show center adjacent to Birch Park.

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 pay for City Support services such as Fire and Emergency Management Services (EMS), Police Services, and Ocean Rescue Services.

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 \$75,000 (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:

Bryan S. Lilley
Manager
Lauderdale Air Show, LLC.
5700 N US#1, Suite 280
Melbourne, FL 32940

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 _____ day of _____ 2023.

PARTICIPANT OR CONTRACTOR

WITNESSES:

LAUDERDALE AIRSHOW, LLC., a
Florida Limited Liability Company

By: _____
Bryan S. Lilley, Manager

[Witness print name]

[Witness print name]

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 _____ day of _____, 2023, by Bryan S. Lilley as Manager for the Lauderdale Air Show LLC.

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

GREG CHAVARRIA, City Manager

Date: _____

(SEAL)

ATTEST:

DAVID R. SOLOMAN, City Clerk

Approved as to form:
D'WAYNE M. SPENCE, Interim City Attorney

By: _____
LYNN SOLOMON, Asst. City Attorney