



CITY ATTORNEY'S OFFICE

DOCUMENT ROUTING FORM

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

2L

TODAY'S DATE:

11/12/24

DOCUMENT TITLE: Beach Business Improvement District – BBID Grant – A&R Enterprises - LOOP -2025 Grant Participation Agreement

COMM. MTG. DATE: 10/15/24

CAM #: 24-0909

ITEM #: CM-6

CAM attached:

☒ YES ☐ NO

Routing Origin: COA Router Name/Ext: Sonia S x5598

Action Summary attached:

☒ YES ☐ NOCIP 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: 2Is attached Granicus document Final? ☒ YES ☐ NOApproved as to Form: ☒ YES ☐ NO

Date to CCO:

11/12/24

Attorney's Name: Lynn Solomon

Initials:

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber Cabrera./CMO Date: 11/18/24

4) City Manager's Office: CMO LOG #: 11/18/24 Document received from: 11/19/24

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 _____ originals to ☐ Mayor ☒ CCO

Date:

11/20/24

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 2 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

- LS** **CM-6** [24-0909](#) Motion Approving FY 2025 Beach Business Improvement District (BBID) Grant Participation Agreement with A&R Enterprises of So. FL. Inc. - \$175,000 - (Commission District 2)
- APPROVED**
- Yea: 5 - Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman and Mayor Trantalis
- LS** **CM-7** [24-0910](#) Motion Approving FY 2025 Beach Business Improvement District (BBID) Grant Participation Agreement with Winterfest Inc. - \$15,000 - (Commission District 2)
- APPROVED**
- Yea: 5 - Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman and Mayor Trantalis
- LS** **CM-8** [24-0911](#) Motion Approving FY 2025 Beach Business Improvement District (BBID) Grant Participation Agreement with Greater Fort Lauderdale Food & Wine Festival, Inc. - \$70,000 - (Commission District 2)
- APPROVED**
- Yea: 5 - Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman and Mayor Trantalis
- LS** **CM-9** [24-0912](#) Motion Approving FY 2025 Beach Business Improvement District (BBID) Grant Participation Agreement with TMF Holdco LLC, to Produce the Tortuga Music Festival - \$225,000 - (Commission District 2)
- APPROVED**
- Yea: 5 - Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman and Mayor Trantalis
- LS** **CM-10** [24-0913](#) Motion Approving FY 2025 Beach Business Improvement District (BBID) Grant Participation Agreement with Lauderdale Air Show, LLC - \$75,000 - (Commission District 2)
- APPROVED**
- Yea: 5 - Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman and Mayor Trantalis
- LS** **CM-11** [24-0914](#) Motion Approving FY 2025 Beach Business Improvement District (BBID) Grant Participation Agreement with FlockFest Events Inc. - \$25,000 - (Commission District 2)
- APPROVED**



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-0909

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

FROM: Susan Grant, Acting City Manager

DATE: October 15, 2024

TITLE: Motion Approving FY 2025 Beach Business Improvement District (BBID)
Grant Participation Agreement with A&R Enterprises of So. FL. Inc. -
\$175,000 – **(Commission District 2)**

Recommendation

Staff recommends the City Commission approve the FY 2025 Beach Business Improvement District (BBID) Grant Participation Agreement with A & R Enterprises of So. FL. Inc. to produce Friday Night Sound Waves and other Las Olas Oceanside Park (LOOP) activations in the amount of \$175,000.

Background

The Beach Business Improvement District (BBID) Advisory Committee reviews FY 2025 event grant funding requests during 2024 to determine allocations for the upcoming fiscal year. At the April 8, 2024, BBID meeting, A&R Enterprises of South Florida, Inc. requested \$175,000 in sponsorship to support activations at the Las Olas Oceanside Park system (including Las Olas Oceanside Park, Las Olas Intracoastal Park, Las Olas Beach Garage, and DC Alexander Park) for FY 2025, covering October 1, 2024, to September 30, 2025. The BBID unanimously recommended approval of this request.

LOOP activations continue year-round, expanding popular legacy events and engaging diverse audiences. Planned activations include Friday Night Sound Waves, Pumpkins & Palm Trees, Wonderland, Fur the Love Pet Fest, Spring Fling Eggstravaganza, Weekend Markets, Movie Nights, and new events aligned with City and BBID goals. Further details, including the schedule of events and the grant application, are provided in Exhibit 2.

Funding History

A&R Enterprises, Inc. has received funding from the BBID since 2016 for a total amount of \$1,366,077.

The BBID Assessment is a non-ad valorem assessment for the cost of providing beach business improvements services, facilities and programs that have a special benefit to commercial property located within the beach area. The funding proposals are consistent with the legislative determinations of special benefit found in C-06-34, Section 1.04(A)(2),

Fort Lauderdale Code of Ordinances, by increasing the number of visitors to the BBID. Reimbursement of the funds will be contingent upon an executed Grant Participation Agreement with the City. Invoices for reimbursement shall be submitted after event completion documenting the purchase and services before a payment is made. (Exhibit 3).

Resource Impact

There will be a \$175,000 Fiscal Year 2025 impact to the city in the account listed below.

<i>Funds available as of</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-135-6100-552-40-4207	Special Facilities & Administration – Beach Business Improvement District	Other Operating Expenses/ Promotional Contributions	\$985,393	\$985,393	\$175,000
TOTAL AMOUNT ►					\$175,000

Strategic Connections

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

Attachment

Exhibit 1 – April 8, 2024, BBID Meeting Minutes

Exhibit 2 – FY 2025 Las Olas Oceanside BBID Grant Application

Exhibit 3 – FY 2025 Las Olas Oceanside Participation Agreement

Prepared by:

Judy Erickson, Program Manager, Parks and Recreation

10/15//2024

CAM #24-0909

Page 2 of 3

Department Director: Carl Williams, Director, Parks and Recreation

**CITY OF FORT LAUDERDALE
FY 2025 GRANT PARTICIPATION
AGREEMENT**

THIS AGREEMENT, entered this 1st day of 2024 October by and between:

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

and

A&R ENTERPRISES OF SO FL, INC. a Florida Profit
Corporation whose principal address is 1518 Garfield St.
Hollywood, FL 33020 hereinafter referred to as "Participant"
or "Contractor".

WHEREAS, the Participant is the organizer, promoter, administrator, and
producer of Las Olas Oceanside Park, Ongoing Activations ("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, produce, and host activations
and events at Las Olas Oceanside Park between October 1, 2024, and September
30, 2025.

B. Deliverables

The Participant will coordinate, promote, produce, and host events on Fort
Lauderdale Beach within the Las Olas Oceanside Park system. Funding will pay for
talent, marketing, advertising, security, maintenance, event décor and other related
expenses necessary to produce the proposed events as described in City
Commission Agenda Memorandum 24-0909 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 Events 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/s. The City expects the public acknowledgement shall be included in all digital and web media, pamphlets, brochures, programs, social media, promotional items, and other medium used by the Participant to market and promote the Event/s 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. Location:

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 costs associated with event services such as coordinating, promoting, administering, producing and hosting the events. Costs, fees and expenses shall be reimbursed in accordance with the application and as permitted under the BID Ordinance and the City's policies and procedures. BBID funds will only be used and reimbursed for events occurring within the BBID district.

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 for events held between October 1, 2024, and September 30, 2025.

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 \$175,000 (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:

Arianne Glassman
President
A & R ENTERPRISES OF SO. FL INC.
1518 Garfield St
Hollywood, FL 33020

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 4 day of November 2024.

PARTICIPANT OR CONTRACTOR

WITNESSES:

DPE
Donovan Pennant
[Witness print name]

[Signature]
Donald Jones
[Witness print name]

A&R ENTERPRISES OF SO FL, INC, a
Florida Profit Corporation

By: Arianne Glassman
Arianne Glassman, 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 4 day of November, 2024, Arianne Glassman as President for A&R ENTERPRISES OF SO FL, INC.

[Signature]
Signature of Notary Public - State of Florida

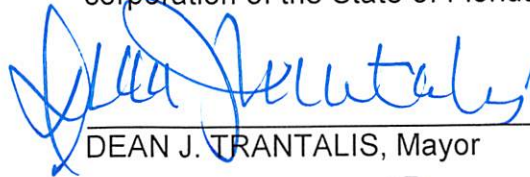
[Notary Seal]
Print Name or Stamp Commissioned Name of Notary Public

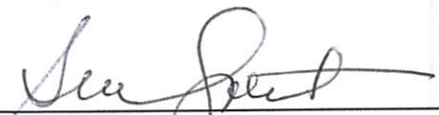
☐ Personally Known OR ☒ Produced Identification

Type of Identification Produced: DL 6353979160000

CITY

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


DEAN J. TRANTALIS, Mayor


SUSAN GRANT, Acting City Manager

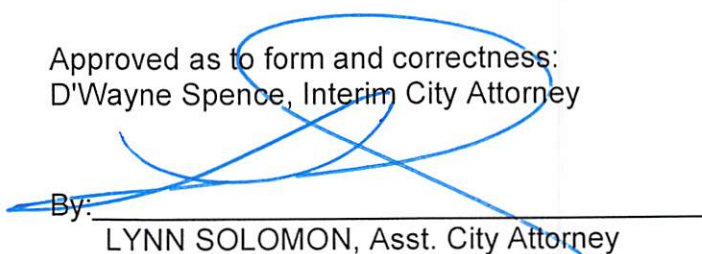
Date: November 20, 2024



ATTEST:


DAVID R. SOLOMAN, City Clerk

Approved as to form and correctness:
D'Wayne Spence, Interim City Attorney


By: LYNN SOLOMON, Asst. City Attorney