CITY OF FORT LAUDERDALE FY 2023 GRANT PARTICIPATION AGREEMENT

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

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

FLORIDA PANTHERS HOCKEY CLUB LTD., a Limited Partnership whose principal address is 1 Panther Parkway, Sunrise, FL 33323 hereinafter referred to as "Participant" or "Contractor".

WHEREAS, the Participant is the organizer, promoter, administrator and producer of NHL All-Star Weekend ("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 NHL All-Star Weekend Event of South Florida. The event and planned activities include a series of events, hospitality functions, media opportunities, broadcast properties and grass roots fan activities that will be hosted throughout Broward County, including the Fort Lauderdale Beach area.

B. Deliverables

The Participant will coordinate, promote, produce, and host the Events as described in City Commission Agenda Memorandum No. 23-0115 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, 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:

Fort Lauderdale Beach Park at 1100 Seabreeze Boulevard, Fort Lauderdale FL 33316, and various locations in Broward County.

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 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 \$ 125,000 (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:

Bryce Hollweg
Chief Operating Officer
Florida Panthers Hockey Club, LTD.
1 Panther Parkway
Sunrise, FL 33323

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.
- 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.

ITHIS SPACE INTENTIONALLY LEFT BLANK]

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

PARTICIPANT OR CONTRACTOR

Florida Panthers Hockey Club LTD., a Florida Limited Partnership,

WITNESSES:	PHGP, LLC a Florida Limited Liability Company,			
[Witness print name]	a Foreig By:	Sports & Entertainment, LLC n Limited Liability Company. ryce Hollweg hief Operating Officer		
[Witness print name]	ATTEST:			
(CORPORATE SEAL)				
	Print Name:	Secretary		
STATE OF FLORIDA COUNTY OF BROWARD The foregoing instrument was ac or or online notarization, this 30 Chief Operating Officer for Florid Partnership, in partnership with F by Sunrise Sports & Entertainment Signature of Notary Public - State of Notary Public State of Florida Shannon Lesovoy My Commission HH 130218 Printe Type Starriff Commissioned Personally Known OR Production	Dday of Januany la Panthers Hockey Club PHGP LLC, a Florida Limi ent, LLC a Florida Limited Florida Name of Notary Public	, 2023, by Bryce Hollweg as LTD., a Florida Limited Liability ited Liability Company managed		
Type of Identification Produced:				

<u>CITY</u>

(SEAL)

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.
DEAN J. TRANTALIS, Mayor
J.
GREG CHAVARRIA, City Manager
Date: February b, 2023
ATTEST:
2205/ 15 ×
DAVID R. SOLOMAN, City Clerk SEAL
COUNTY
Approved as to form: D'WAYNE SPENCE, Interim City Attorney

By: LYNN SOLOMON, Asst. City Attorney

CITY MANAGER'S OFFICE



DOCUMENT ROUTING FORM

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

TODAY'S DATE: $\frac{2}{4}$					
DOCUMENT TITLE: BBID GRANT Participation Agreement with Florida Panthers Hockey Club LTD, for 125K					
. MTG. DATE: 1/24/23 CAM #: 23-0115 ITEM #: CM-8 CAM attached:					
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:					
Is attached Granicus document Final? YES NO Approved as to Form: YES NO					
Date to CCO: Attorney's Name: Lynn Solomon Initials:					
3) City Clerk's Office: # of originals: 2 Routed to: Ext: Date: 02/03/23					
4) City Manager's Office: CMO LOG #: FER-14 Document received from: 40 Document received from 40 Document recei					
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:					
5) Mayor/CRA Chairman: Please sign as indicated.					
Forwardoriginals to CCO for attestation/City seal (as applicable) Date:					
INSTRUCTIONS TO CITY CLERK'S OFFICE					
City Clerk: Retains original and forwards originals to: Sonia Sierra x5598/ CAO					
Attach certified Reso # YES NO Original Route form to CAO					

Sonia Sierra

From: Wildermuth, Ed <wildermuthe@floridapanthers.com>

Sent: Thursday, February 2, 2023 4:19 PM

To: Sonia Sierra

Cc: Ingrid Kindbom; Lynn Solomon; Perez, Christopher; Hollweg, Bryce

Subject: [-EXTERNAL-] RE: [EXT]Florida Panthers Hockey Club

Ms. Sierra,

This email confirms that I am the attorney for Florida Panthers Hockey Club, Ltd. (the "Hockey Club").

Bryce Hollweg is authorized to execute the City of Fort Lauderdale FY 2023 Grant Participation Agreement made by and between the City of Fort Lauderdale and the Hockey Club dated January 30, 2023 (the "Agreement"), and the Agreement is binding and enforceable against the Hockey Club.



ED WILDERMUTH

VICE PRESIDENT, GENERAL COUNSEL

FLA LIVE ARENA | 1 PANTHER PARKWAY | SUNRISE, FL 33323

O: 954.835.7619 | C: 954.260.9499

FLORIDAPANTHERS.COM

From: Sonia Sierra <SSierra@fortlauderdale.gov>

Sent: Thursday, February 2, 2023 12:34 PM

To: Wildermuth, Ed <wildermuthe@floridapanthers.com>

Cc: Ingrid Kindbom < IKindbom@fortlauderdale.gov>; Lynn Solomon < LSolomon@fortlauderdale.gov>

Subject: [EXT]Florida Panthers Hockey Club

Good Day, Atty. Wildermuth,

Please see attached agreement signed by Bryce Hollweg as Chief Operating officer. Following the Sunbiz information he is listed as the EVP. Please supply and email as you did for the foundation advising he has the authority to sign as COO.

We need you to confirm that you are the attorney for the Florida Panthers Hockey Club LTD. and that the signer is authorized to execute the Grant Participation Agreement with the City of fort Lauderdale FY 2023. The COFL Grant Participation Agreement is binding and enforceable against the Florida Panthers Hockey Club LTD. Sun biz shows he is the EVP.

Best Regards,

Sonia Sierra

Paralegal

(954) 828-5598 | ssierra@fortlauderdale.gov



Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

CM-6 23-0108

Motion Approving a License and an Agreement for the Sale, Service, and Consumption of Food and Alcoholic Beverages on the Public Beach for the FTLFS Hotel Property LP d/b/a Four Seasons Hotel and Residences Fort Lauderdale - (Commission District 2)

Action Summary

APPROVED

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

CM-7 23-0110

Motion Approving a License and an Agreement for the Sale, Service, and Consumption of Food and Alcoholic Beverages on the Public Beach for the Capri Hotel LLC d/b/a W Fort Lauderdale - (Commission District 2)

APPROVED

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

CM-8 23-0115

Motion Approving FY 2023 Beach Business Improvement District (BBID) Grant Participation Agreement with Florida Panthers Hockey Club LTD. - \$125,000 - (Commission District 2)

APPROVED

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

CM-9 23-0117

Motion Authorizing a Revocable License with the United States Government General Services Administration for Access to Build, Construct, and Operate Pump Station A-16 - (Commission District 4)

APPROVED

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

CM-10 23-0145

Motion Approving Third Amendment to the Lease Agreement Between The Harbor Shops, LLC and the City of Fort Lauderdale for Property Located at 1845 Cordova Road, Suite 207, Fort Lauderdale, FL 33316 - (Commission District 4)

APPROVED

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

CONSENT RESOLUTION



#23-0115

TO:

Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM:

Greg Chavarria, City Manager

DATE:

January 24, 2023

TITLE:

Motion Approving FY 2023 Beach Business Improvement District (BBID) Grant Participation Agreement with Florida Panthers Hockey Club LTD. -

\$125,000 - (Commission District 2)

Recommendation

Staff recommends the City Commission approve the FY 2023 BBID Grant Participation Agreement with Florida Panthers Hockey Club LTD., in the amount of \$125,000.

Background

At the Beach Business Improvement District Advisory Committee (BBID) regular meeting on January 9, 2023, Florida Panthers Hockey Club LTD. requested a BBID sponsorship in the amount of \$125,000 to support the NHL All-Star Weekend scheduled for February 2 – February 5, 2023. The BBID Advisory Committee unanimously approved the funding request (Exhibit 1).

The National Hockey League (NHL) All-Star Weekend is an annual event produced by the NHL with rotating host cities. In 2022, it was held in Las Vegas, 2020 in St. Louis, 2019 in San Jose, and 2018 in Tampa. 2003 was the last time it was hosted in South Florida.

The NHL All-Star Weekend is comprised of a series of events, hospitality functions, media opportunities, broadcasts from various locations and grass roots fan activities that will be hosted throughout Broward County, including the Fort Lauderdale Beach area. All-Star festivities attract all 32 clubs within the National Hockey League, as well as national corporate sponsor brands who attend to activate their brands and entertain VIP guests.

The All-Star Weekend features multiple events including Truly Hard Seltzer NHL All-Star Beach Festival, All-Star Player Red Carpet, NHL All-Star Beach Bash, and Mascot Challenges. The weekend culminates with the NHL All-Star Game itself on Sunday, February 4, 2023.

Prior to the event weekend, The Florida Panthers will host a Fort Lauderdale beach cleanup on Sunday January 29, 2023, to prepare for the arrival of fans and players. The cleanup will be attended by the Florida Panther's staff, NHL personnel, season ticket members, local community officials, and volunteers The BBID Grant Application provides further details about the event (Exhibit 2).

The NHL is budgeting \$7.5 million - \$9.5 million to host this event, with the Florida Panthers contributing over \$2.5 million. To cover the Panthers contribution, the applicant is also seeking sponsorships from the Greater Fort Lauderdale Convention & Visitors Bureau - \$500,000, Florida Sports Foundation - \$250,000, City of Sunrise - \$150,000, City of Coral Springs - \$100,000, and the City of Fort Lauderdale - \$50,000 (in addition to the BBID contribution).

Funds from the BBID will be used to support overall costs associated with producing the event, including media purchases, hospitality requirements, community activation, and costs associated with creating player engagement opportunities.

Funding History

BBID has not previously supported or funded this event.

The Beach Business Improvement District 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 business property located within the beach area. This proposal is 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 \$125,000 Fiscal Year 2023 impact to the City in the account listed below.

This item is contingent upon the approval of the Consolidated Budget Amendment CAM 23-0086.

Funds available as of Janu	iary 10, 2023				
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-135-1430-552-40-4207	Beach Business Improvement District	Other Operating Expenses/ Promotional Contributions	\$876,197	\$409,199	\$125,000
			TOTAL	AMOUNT >	\$125,000

Strategic Connections

This item supports the Press Play Fort Lauderdale 2024 Strategic Plan, specifically advancing:

- The Public Places Focus Area
- Goal 3: Build a healthy and engaging community
- Objective: Offer a diverse range of recreational and educational programming
- The Business Development Focus Area
- Goal 5: Build an attractive global and local economic community marketplace
- Objective: Nurture and support existing local businesses

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 Public Places Focus Area
- The Parks, Recreation & Open Space Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our City

Related CAMS

23-0086 23-0173

Attachments

Exhibit 1 - January 9, 2023, BBID Meeting Draft Minutes

Exhibit 2 - FY 2023 BBID Grant Application and Presentation

Exhibit 3 - FY 2023 Grant Participation Agreement

Prepared by: Sarah Hannah- Spurlock, ICMA-CM, Nighttime Economy Manager

Department Director: Christopher Cooper, AICP, Development Services Department