

## AGREEMENT

THIS IS AN AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the state of Florida, hereinafter referred to as "CITY,"

and

GREATER FORT LAUDERDALE CHAMBER OF COMMERCE, INC, a non-profit corporation (hereinafter referred to as "GFLCC").

By Motion at its meeting on September 7, 2016, the City Commission of CITY authorized the proper City officials to enter into this Agreement.

In consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the adequacy of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to set forth the understandings of the CITY and GFLCC with respect to the Business Retention and Expansion Program (BusinessF1rst) including funding, reimbursement, and other associated issues pertaining to the GFLCC and BusinessF1rst.

2. **TERM.** The term of this Agreement shall run for one year from August 16, 2016 to the completion of the activities and/or programs listed as the scope of work, unless terminated early as provided herein.

3. **RESPONSIBILITIES OF CITY.** The CITY shall:

- A. Provide funding is not to exceed amount of ninety-three thousand, five hundred dollars (\$93,500), subject to the following conditions:
  - i. Mutual approval and execution of this Agreement.
  - ii. Funding shall be used for expenses incurred by GFLCC related to BusinessF1rst activities and programs per the budget document attached hereto and incorporated herein by reference as Exhibit "A." GFLCC's BusinessF1rst budget is subject to CITY audit.
  - iii. Upon the mutual approval and execution of this Agreement, CITY shall pay the sum of five thousand dollars (\$5,000) to GFLCC for

use toward funding the initiation costs of the BusinessF1rst activities and programs.

- iv. On a monthly basis, GFLCC shall submit an invoice for the reimbursement of GFLCC services rendered and/or third-party costs related to BusinessF1rst activities and programs. Invoices for third-party costs must be attached to GFLCC's invoice. The City's Economic and Community Investment Division and Finance Department shall review said invoices for accuracy and scope of work completed. The CITY shall pay the amount of the invoice approved by the City's Economic and Community Investment Division and Finance Department within forty-five (45) days following City's receipt of a proper invoice in accordance with the Florida Local Government Prompt Payment Act.
- v. Under no circumstances shall CITY be required to pay more than the approved funding set forth herein.

- B. Appoint the City's Economic and Community Investment Division as the administrator of the Agreement on behalf of the CITY. The City's Economic and Community Investment Division shall designate the Citywide Economic and Business Development Manager as the liaison to attend BusinessF1rst meetings, and to coordinate the activities of the Division and BusinessF1rst, and otherwise oversee the Agreement.

**4. RESPONSIBILITIES OF GFLCC.** GFLCC shall:

- A. Provide a budget and Scope of Work for BusinessF1rst, said document being attached hereto as Exhibit "A." Exhibit "A" shall include a line item list of all anticipated BusinessF1rst activities and programs, and their associated expenses.
- B. Provide all volunteers and resources for BusinessF1rst activities and programs. Those activities shall include, but not be limited to: training and coordination of the BusinessF1rst team of volunteers; kick-off event; business survey; re-design and execution of a joint website and technical improvements; development and deployment of multiple marketing tools; program coordination; and preparation and distribution of project progress reports.
- C. Provide all necessary event information, press releases, media relations, and event support, including but not limited to, logistics, event setup and breakdown. In addition, at least two (2) weeks in advance of any event, GFLCC shall provide to the City's Public Information Department photography relating to the event.

5. **ASSIGNMENT.** GFLCC shall have no authority to assign any portion of this Agreement to a third party. Should GFLCC attempt to assign this Agreement, then this Agreement shall be terminated forthwith, without prior notice to GFLCC.

6. **INDEPENDENT CONTRACTOR.** This Agreement does not create an employer/employee relationship between the parties. GFLCC is an independent contractor under this Agreement, and is not a division, department, or sub-entity of CITY. GFLCC shall be responsible for its own employees, agents, officers and volunteers with respect to its own personnel policies, tax and Internal Revenue Code responsibilities, Fair Labor Standards Act requirements, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures. GFLCC agrees that it is a separate and independent enterprise from the CITY.

7. **AMENDMENTS.** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and equal dignity herewith.

8. **WAIVER.** Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

9. **TERMINATION.** This Agreement may be canceled or terminated by either party for whatever reason upon thirty (30) days' written notice to the other of its intent to terminate this Agreement. A breach or default of any of the provisions of this Agreement by either party will result in immediate termination of this Agreement. Any such termination shall be effected by giving notice in writing pursuant to paragraph 10 below. In the event of termination, GFLCC shall be paid for work completed and costs incurred through the date of termination. All such final amounts shall be billed within thirty (30) days of termination.

10. **NOTICE.** Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto, shall be in writing and shall be given by certified or registered mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by written notice.

Notice to CITY shall be addressed to:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

With a copy to:

Citywide Economic and Business Development Manager  
Economic and Community Investment Division  
City of Fort Lauderdale  
700 NW 19<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33311

Notice to GFLCC shall be addressed to:

Dan Lindblade, CEO  
Greater Fort Lauderdale Chamber of Commerce.  
512 NE 3rd Avenue  
Fort Lauderdale, FL 33301

11. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding between the parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. It may not be modified or terminated except as provided herein. If any provision herein is deemed invalid or unenforceable, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions of the Agreement.

12. **LAWS AND ORDINANCES.** GFLCC shall observe all laws, ordinances, and regulations of the CITY, county, state, and federal agencies in connection with the performance of this Agreement.

13. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for purposes of litigation arising out of this Agreement shall be Broward County, Florida.

14. **COPIES OF AGREEMENT.** This Agreement shall be executed in three (3) original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

City of Fort Lauderdale

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

\_\_\_\_\_  
John P. "Jack" Seiler, Mayor

\_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:  
Cynthia A. Everett, City Attorney

By: \_\_\_\_\_  
Candace Duff  
Assistant City Attorney

WITNESSES:

GREATER FORT LAUDERDALE  
CHAMBER OF COMMERCE, INC

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

\_\_\_\_\_  
[Print name and title]

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[Witness print/type name]

(CORPORATE SEAL)

\_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_  
\_\_\_\_\_ of the GREATER FORT LAUDERDALE CHAMBER OF  
COMMERCE, INC. He/She/ is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida (Signature of  
Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number