



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

① ✓ 3/24/17 (L)

Today's Date: 3/14/2017

DOCUMENT TITLE: AGREEMENT WITH GREATER FORT LAUDERDALE CHAMBER OF COMMERCE, INC. AND CFL FOR THE BUSINESSFIRST PROGRAM

COMM. MTG. DATE: 9/7/2016 CAM #: 16-1074 ITEM #: CM-4 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Astrid Sperling/5001 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.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 3-15-17 Candace Duff CD
Attorney's Name Initials

2) City Clerk's Office: # of originals: 1 Routed to: Gina Ri/CMO/X5013 Date: 3/16/17

3) City Manager's Office: CMO LOG #: Mar 60 Document received from: 3/16/17

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to Mayor CCO Date: 3/17/17 1 to CCO: 3/20/17

4) City Clerk's Office: Retains 1 original and forwards 1 original and 1 copy to: Michael Chen / 6359

Attach certified Reso # YES NO

Original Route form to CAO

AGREEMENT

THIS IS AN AGREEMENT, made this 18th day of November, 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 for 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.
- 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, and photography to the City's Public Information Department at least two (2) weeks in advance of any 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 the CITY 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 by CITY for whatever reason upon thirty (30) days' written notice to GFLCC of its intent to terminate this Agreement. A breach or default of any of the provisions of this Agreement by GFLCC will result in immediate termination of this Agreement, and such termination shall be effected by CITY giving notice in writing pursuant to paragraph 10 below.

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 19th Avenue
Fort Lauderdale, Florida 33311

Notice to GFLCC shall be addressed to:

Dan Lindblade, CEO
Greater Fort Lauderdale Chamber of Commerce.

Fort Lauderdale, FL

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]

WITNESSES:

GREATER FORT LAUDERDALE
CHAMBER OF COMMERCE, INC

Carolyn Michaels

By: *Dan Lindblade*

Carolyn Michaels
[Witness print/type name]

Dan Lindblade
[Print name and title]

Jill Horowitz
Jill Horowitz
[Witness print/type name]

ATTEST:

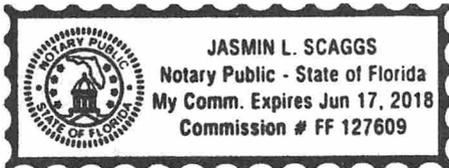
(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18th _____ day of
November _____, 2016, by Dan Lindblade _____, as
President/CEO _____
_____ of the GREATER FORT LAUDERDALE CHAMBER OF
COMMERCE, INC. He/She/ is personally known to me or has produced _____
_____ as identification.

(SEAL)

Jasmin L. Scaggs
Notary Public, State of Florida (Signature of
Notary taking Acknowledgment)

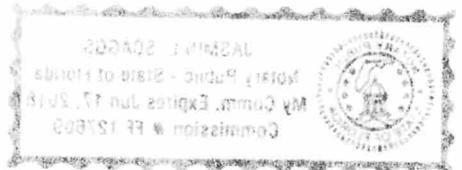


Jasmin L. Scaggs
Name of Notary Typed, Printed or Stamped

My Commission Expires: June 17, 2018

FF 127609
Commission Number

[Faint handwritten text]





June 27, 2016

Michael Chen, Economic and Business Development Manager
 City of Fort Lauderdale
 700 NW 19 Avenue
 Fort Lauderdale, FL 33311

Dear Mr. Chen:

It is with a great deal of pleasure that I submit to you additional information regarding the proposal we have been discussing that would renew and refresh the City of Fort Lauderdale and Greater Fort Lauderdale Chamber of Commerce's relationship for economic development for our BusinessFirst program.

Pursuant to your request, please find a one sentence description for the tool box package we have submitted:

1. Kick-off Event-program to announce and outline the formal partnership BusinessFirst 2.0 program at a luncheon or breakfast with leadership of both organizations along with members and neighbors.
2. Collateral Material--design and production of collateral material used in connection with site visits and business relocation packets sent to site selectors and targeted industries. The will also include the final report.
3. Business Survey--an update and refresh of the original benchmark survey conducted in 2009 to include company executives in all City Commission districts with a statistically valid instrument. This would be compared and contrasted with the benchmark study.
4. Program Coordination--covers the Chamber's administrative staffing costs related to execution of BusinessFirst 2.0.
5. Re-design and execution of web and technical improvements--a fully integrated and intuitive economic development web presence that positions Fort Lauderdale as the place of commerce in South Florida, including report downloads, FAQs, economic development dashboards with real time data, available real estate, videos, etc.
6. Development and deployment of multiple marketing tools--includes both print and video materials to be distributed/located at high impact areas like Fort Lauderdale-Hollywood International Airport, Port Everglades, BB&T Center, and area hotels.

Michael, I hope this gives you the type of information you needed for presentation to commissioners. Please contact me should you have any further questions or concerns.

Sincerely,

Dan Lindblade, CAE
 President & CEO

EXHIBIT A
BUDGET BusinessF1rst 2016 Scope of Work

Kick-Off Event:	\$3,000
Business Survey:	\$17,000
Re-design and execution of web and technical improvements:	\$16,000
Development and deployment of multiple marketing tools:	\$22,500
Program Coordination:	<u>\$35,000</u>
Total for BusinessF1rst	\$93,500

TOTAL: \$93,500

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

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A. Johnson

Jeanette A. Johnson
[Witness type/print name]

[Signature]
Mayor

Quadragesti Smith

Quadragesti Smith
[Witness type/print name]

[Signature]

City Manager

(CORPORATE SEAL)



ATTEST:

[Signature]

City Clerk

APPROVED AS TO FORM:

[Signature]

Candace R. Duff

Assistant City Attorney

