

CITY CLERK

AGREEMENT

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Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE, FLORIDA

for

BROWARD CULTURAL COUNCIL
CULTURAL INCENTIVE PROGRAM

FY 2017

<u>INCENTIVE PROGRAM</u>	<u>INCENTIVE NUMBER</u>	<u>AMOUNT</u>
Cultural Tourism Program	CTP03-2017	\$26,700

This Agreement ("Agreement") is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida ("County"), and CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the state of Florida ("Recipient").

RECITALS

The Broward Cultural Council recommends funding to assist the Recipient with services and approved expenses as specifically set forth in Article 4 and Exhibit A.

The Broward County Board of County Commissioners ("Board") has determined that these expenditures serve a public purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement. Agreement shall mean this document, the exhibits attached hereto, and any documents expressly incorporated by reference.
- 1.2 Contract Administrator. The Director of the County's Cultural Division, or his or her successor as designated by the County in writing.

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ARTICLE 2
SCOPE OF SERVICES

- 2.1 Scope of Services. Recipient shall perform all work specified in this Agreement inclusive of Exhibit A. Unless stated otherwise in this Agreement, the work required of Recipient includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Recipient's performance impractical, illogical, or unconscionable.

The project(s) consists of the services described on Exhibit A. Recipient shall provide a Project Evaluation Report on the form attached as Exhibit B for each project funded through this Agreement. Recipient shall provide the completed form to the Contract Administrator no later than thirty (30) calendar days after the completion of the term of the project or program on Exhibit A, the expiration or earlier termination of the Agreement, or at the time of the submittal of the final invoice, whichever is earliest. The required completed form shall be submitted along with any and all other documentation that is required under the Agreement but has not previously been submitted. Failure of the Recipient to timely submit a completed Project Evaluation Report shall disqualify the Recipient from consideration for any future grants under the County's Cultural Incentive Program and shall entitle the County to withhold payment of the final invoice without accrual of interest until Recipient has met all requirements of this Agreement and the specific program guidelines under which the Recipient qualified for the funding for the project.

- 2.2 Recipient shall not subcontract any portion of the required services except as may be expressly provided in Exhibit A or as approved in advance by the Contract Administrator, in his or her sole discretion, through a written Change Order or written contract amendment.
- 2.3 Change of Scope Procedures. Recipient acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein.

Upon written request by the Recipient, the Contract Administrator may, if authorized by the County's Administrative Code, approve in writing changes in the categories of expenditures listed in Exhibit A; however, the total amount payable to Recipient may not be modified except pursuant to a written amendment executed by the County Administrator after any required Board approval of funding.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 Term. The Agreement shall become effective on October 1, 2016 (the "Effective Date"), and shall end on September 30, 2017 ("Term").
- 3.2 Extensions. The County Administrator is authorized to enter in a written amendment extending this Agreement.
- 3.3 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes. The County's fiscal year commences on October 1 and ends September 30 of the following year. The County's "Fiscal Year 2017" or "FY 2017" is the same period as the "Term."
- 3.4 Time is of the essence for all performance required under this Agreement.

ARTICLE 4
COMPENSATION

- 4.1 For the Term as defined in Article 3, County will pay Recipient up to a maximum of Twenty-six Thousand Seven Hundred Dollars (\$26,700). Payment shall be made only for services actually performed and completed pursuant to this Agreement, as set forth in this Article and Exhibit A, which amount shall be accepted by Recipient as full compensation for all such services. The Recipient acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation on County's obligation to compensate the Recipient for its services under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Recipient's obligation to perform all items of services required under this Agreement. Recipient agrees to provide matching funds as more specifically shown on Exhibit A.
- 4.2 METHOD OF BILLING AND PAYMENT
- 4.2.1 Invoices. Recipient may submit invoices only for services completed in accordance with Exhibit A. An original of each invoice shall be submitted no more than once monthly, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Payments will be made only on a reimbursement basis after expenses incurred for any required services performed, and the required documentation in Exhibit A submitted with proper invoice to the County. There is no reimbursement for travel expenses or expenses which are not approved expenses as shown on Exhibit A. Invoices shall be submitted on an approved invoice form provided by the County. If Exhibit A contains a match requirement, the County's obligation under the Agreement is conditioned upon Recipient obtaining and providing that match.

4.2.2 County shall pay Recipient within thirty (30) days of receipt of Recipient's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as amended and codified in Section 1-51.6, Broward County Code of Ordinances). To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Recipient's failure to comply with any term, condition, or requirement of this Agreement. The parties agree that any amounts so withheld shall not be subject to payment of any interest by County.

4.3 Payment shall be made to Recipient at:

City of Fort Lauderdale, Florida
Attn: Gina Rivera, CPRP, Grants & Special Projects Coordinator
1350 West Broward Blvd.
Fort Lauderdale, Florida 33312

Recipient may change the information in this section by providing written notice of such change to the Contract Administrator in accordance with the "Notices" Section in Article 9.

ARTICLE 5 FINANCIAL STATEMENTS

The Recipient shall submit to the County all information required by the Agreement, including the Project Evaluation Report, Exhibit B, and any financial information required by Exhibit B within thirty (30) calendar days after completion of the project or the conclusion of the term of the project or program period, as described in this Agreement. The Recipient is not subject to audited annual financial statement requirements. The Contract Administrator shall be responsible for verifying that services are provided in accordance with any required documentation and the requirements of the Agreement prior to the issuance of any payment to Recipient.

ARTICLE 6 GOVERNMENTAL IMMUNITY

Recipient represents to County for County's reliance that Recipient is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and Recipient agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is to be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7 INSURANCE

- 7.1 Recipient represents that it is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to furnish the County, upon execution of this Agreement, with written verification of liability protection in accordance with state of Florida's laws. Additionally, if Recipient elects to purchase any additional liability coverage, including excess liability coverage, Recipient agrees that "Broward County" shall be listed as the certificate holder and included as an additional named insured on the certificate.
- 7.2 If Recipient hires subcontractor(s) to perform services, subcontractor(s) shall be required to endorse "Broward County" as an additional insured on any general liability and excess liability policies.

ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board or County Administrator upon providing written notice to Recipient of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 8.2 County may terminate this Agreement if Recipient is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Recipient has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Recipient has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.
- 8.3 Recipient represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Recipient, upon learning that such representation is false or if Recipient or any of its affiliates is placed on the discriminatory vendor list.

- 8.4 This Agreement may also be terminated as provided in Sections 9.4 (Public Entity Crime Act), 9.8 (Assignment and Performance), 9.21 (Contingency Fee), and 9.23 (Force Majeure).
- 8.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.
- 8.6 In the event this Agreement is terminated for convenience by County, Recipient shall be paid for any services properly performed through the termination date specified in the written notice of termination. Recipient acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Recipient, for County's right to terminate this Agreement for convenience, and Recipient hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 9 MISCELLANEOUS

- 9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, media and other data and documents provided, created, or funded in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Recipient hereby grants to County a non-exclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of expiration or earlier termination of this Agreement, any reports, photographs, surveys, media, and other data and documents prepared by Recipient, whether finished or unfinished, shall become the property of County and shall be delivered by Recipient to the Contract Administrator within seven (7) days of expiration or earlier termination of this Agreement by either party.
- 9.2 Audit Right and Retention of Records. Recipient shall, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this section.
- 9.2.1 County shall have the right to audit the books, records, and accounts of Recipient and its subcontractors that are related to this Agreement. Recipient and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Recipient and its subcontractors shall preserve and make available at reasonable times, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or for three (3) years after termination of this

Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

- 9.2.2 As applicable or as may be required by Chapter 119, Florida Statutes, the Recipient shall comply with Florida's Public Records Law. County is a public agency subject to Chapter 119, Florida Statutes.

To the extent Recipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Recipient shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and
- d. Upon completion of this Agreement, transfer to County, at no cost, all public records in possession of Recipient upon termination of this Agreement or keep and maintain public records required by County to perform the services. If Recipient transfers the records to County, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt. If Recipient keeps and maintains public records upon completion of this Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Recipient to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Recipient will provide any requested records to County to enable County to respond to the public records request.

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7457, CULTURALDIV@BROWARD.ORG, 100 S. ANDREWS AVE., SUITE - 6TH FLOOR, FORT LAUDERDALE, FLORIDA 33301.

- 9.3 Truth-in-Negotiation Representation. Recipient represents that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.
- 9.4 Public Entity Crime Act. Recipient represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Recipient further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Recipient has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Recipient under this Agreement.
- 9.5 Independent Contractor. Recipient is an independent contractor under this Agreement. Recipient shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 9.6 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.
- 9.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

Broward County, Cultural Division
Attn: Earl Bosworth, Director
100 S. Andrews Ave., 6th Floor
Fort Lauderdale, Florida 33301
Email address: EBosworth@broward.org
With simultaneous copy of e-mail to JShermer@broward.org

Notice to Recipient:

City of Fort Lauderdale, Florida
Parks & Recreation Department
Attn: Mr. Phil Thornburg, Director of P&RD
1350 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: pthornburg@fortlauderdale.gov

- 9.8 Assignment and Performance. Except for subcontracting approved by County as provided in Article 2 or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Recipient without the prior written consent of County. If Recipient violates this provision, County shall have the right to immediately terminate this Agreement. Recipient represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Recipient agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.
- 9.9 Conflicts. Recipient agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Recipient's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Recipient further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding relating to this Agreement in which he, she, or Recipient is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding relating to this Agreement unless compelled by court process. The limitations of this section shall not preclude Recipient or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding relating to this Agreement. Recipient agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations relating to this Agreement contained in this paragraph.
- 9.10 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

- 9.11 Compliance With Laws. Recipient shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.
- 9.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 9.13 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.
- 9.14 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
- 9.15 Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, RECIPIENT AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**
- 9.16 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.
- 9.17 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that

subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.18 Payable Interest.

9.18.1 Payment of Interest. County shall not be liable to pay any interest to Recipient for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Recipient waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

9.18.2 Rate of Interest. If, for whatever reason, Section 9.18.1 is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.19 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

9.20 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.21 Contingency Fee. Recipient represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Recipient, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Recipient. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Recipient under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

9.22 Nondiscrimination. Recipient may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Recipient shall include substantially

similar language in its contracts with any and all permitted subcontractors or sub-consultants.

- 9.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reasons of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

The Contract Administrator, in his or her sole discretion, may approve in writing payment for reasonable and documented expenses on Exhibit A which were incurred by Recipient up to and including the date of the event resulting in the non-performance by Recipient.

- 9.24 Multiple Originals. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE,
FLORIDA, FOR BROWARD CULTURAL COUNCIL, CTP03-2017

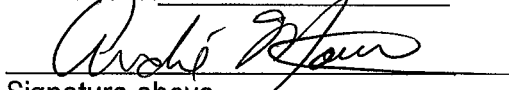
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through the County Administrator, authorized to execute same by Board action, and the Recipient, CITY OF FORT LAUDERDALE, FLORIDA, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESSES:


Signature above

Print Name: LATISHA P. HAMILTON


Signature above

Print Name: ANDRÉ MORRELL

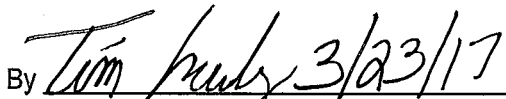
BROWARD COUNTY, through its
County Administrator

By 
County Administrator

28th day of March, 2017.

Insurance requirements
approved by Broward County
Risk Management Division

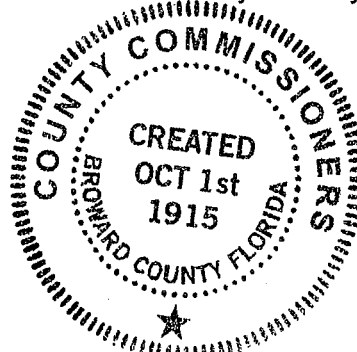
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  3/23/17
Signature (Date)


Print Name and Title above

By  (3-24-17)
Andrea S. Froome (Date)
Senior Assistant County Attorney

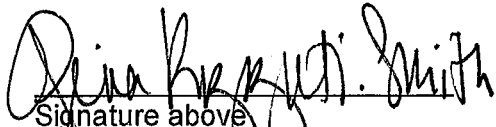
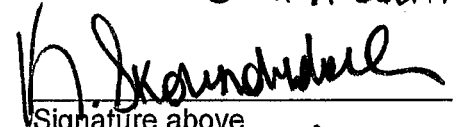
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AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE,
FLORIDA, FOR BROWARD CULTURAL COUNCIL, CTP03-2017

RECIPIENT

WITNESSES:

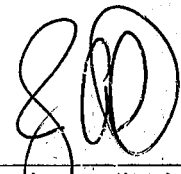

Signature above
Print Name: Gina Rizzuti Smith

Signature above
Print Name: Helen Skandoulakis

CITY OF FORT LAUDERDALE,
FLORIDA

By 
(Print name and title)
Lee R. Feldman
(Print name and title)
Authorized Signor for Recipient above)

15 day of March, 2017

ATTEST:


City Clerk or other authorized person

Approved as to form:


Candace R. Duff
(Print name and title) Asst. City Attorney

EXHIBIT A

FOR AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE, FLORIDA, FOR BROWARD CULTURAL COUNCIL, CTP03-2017

CITY OF FORT LAUDERDALE, FLORIDA ("Recipient"), has been awarded incentives under the following incentive program and in the amount specified:

Cultural Tourism Program	\$26,700
CTP03-2017	

Funding for the program shall be paid to Recipient by County in accordance with the following:

Project Start Date: October 1, 2016 - Project End Date: May 29, 2017.

- I. Project Title: "Memorial Day Weekend Beach - Great American Beach Party" ("project").
- II. Scope of Services: During the Term, including during the project period for the 2017 Cultural Tourism Program project, the Recipient will provide: A Memorial Day Weekend Beach program of arts and cultural events on May 27, 2017, at the event site with the following boundaries, the Intracoastal Waterway on the west, the Ocean on the east, Las Olas Blvd on the south, and Cortez St. on the north. State Road A1A will be closed during these activities. The project will reflect the full range of rich, diverse, historical, and contemporary cultural activity in Broward County, Florida, that will enhance the region as a cultural destination, encouraging cultural tourism patronage. As described below in Part (B), a local, regional, state, and national marketing campaign will be provided to promote and advertise the implementation of the project and perform market research.

Part (A) - The Recipient, including its Parks & Recreation Department, will collaborate with agencies such as the Greater Fort Lauderdale Convention & Visitors Bureau, the Fort Lauderdale Beach Community Redevelopment Area (Beach CRA), and ArtServe, Inc., to produce a sustainable event on Fort Lauderdale Beach ("Beach") during Memorial Day Weekend by attracting tourists to the Beach. In partnership with ArtServe, Inc., the Recipient will coordinate the selection of artists, placement and display of exhibitory, for an art show in the community to be held on the Beach between North SR-A1A and East Las Olas Boulevard or within one-half (1/2) mile of the Beach. Artists will also be allowed to display and sell their sculptures, paintings, photography, and hand-made jewelry. Participatory Art, Street Art, or Chalk Art, and a sand sculpting competition will also be promoted and held by the Recipient.

The Recipient will coordinate a variety of music programming. In addition, the Recipient will contract different bands to perform during the 2017 Great American Beach Party project which will also be held on May 27, 2017. The bands that have been booked by the Recipient include, but are not limited to: Cutback Surf Band; Shane Duncan Band; Pocket Change; and Big Harvest. A headliner act such as Three Dog Night is also under consideration.

Part (B) - Marketing: A marketing and advertising campaign will be provided to support and promote Part (A), including the attraction of tourists for the project. The Recipient's marketing and advertising campaign shall include the following: Creation of marketing publications including, but not limited to, rack cards or similar visitor communication tools; local, state, regional (meaning at a minimum Broward, Miami-Dade and Palm Beach Counties), and website and internet international advertising; mailings; public relations; signage; and internet and web-based vehicles. The promotional and advertising campaign will be allocated towards state, regional markets, and publications. Regional, local, and State of Florida marketing may be drawn from the following, but not limited to: advertising purchases with AAA Going Places; state travel bureaus (Travel Host, Great Locations; Florida Vacation Guide; Florida Travel), and internet and web-based vehicles. Marketing may be drawn from advertising in internet and web-based vehicles. International marketing may be performed through the Recipient's website and internet and the ArtsCalendar.com referenced in Section V below.

Part (C) - Marketing Research for Parts (A) and (B) of the project includes: The Recipient will perform marketing research, evaluation, and development services, including, but not limited to, surveys of patrons, tourists (including, but not limited to, the number of hotels nights and how Parts (A) and (B) promotion, advertisement, and events impact tourists and tourism), and the local general public; research studies; and reporting and evaluation with relation to the Recipient's FY 2017 project. The goal of the marketing research is to strengthen the project's ability to work with Broward's county-wide cultural community, hospitality interests, tourism industry, and commercial establishments.

The Recipient shall be responsible for overall management and operation of this Cultural Tourism Program project and shall be responsible for maintaining documentation and providing the required matching funds for the project, as described above in Section II.

Additionally, the Recipient shall use the funds awarded by the County to promote and advertise tourism locally within Broward County and the state of Florida and nationally (within the United States of America) and internationally (outside the United States of America). Such promotion and advertisement of tourism may be performed through the Recipient's website and internet, ArtsCalendar.com as stated below in Section V, other electronic medium, or other advertising medium.

If Recipient uses any of the awarded funds for any activity, service, venue, or event as specifically approved by the County in this Agreement, then the Recipient shall ensure that such activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

The award of the funds by County and the expenditures by the Recipient of the awarded funds (consisting of tourist-development tax funds) shall comply with the express authorized use(s) of such funds pursuant to Section 125.0104, Florida Statutes. The Recipient shall ensure that the awarded funds are used solely for the expenditures approved by the County under this Agreement as expressly permitted by Section 125.0104, Florida Statutes. The Recipient shall provide documentation sufficient to substantiate same to County upon request.

- III. a. County's total funds: \$26,700.
- b. Recipient's total funds: \$26,700.
- c. Match requirements: Dollar for dollar (cash one-to-one).

IV. Definition of Unit(s) of Service(s):

The County agrees to purchase reimbursable project expenses associated with the following; for Part (A): Nineteen Thousand Two Hundred (19,200) units at a cost of one (\$1.00) dollar per unit, for outside professional artistic fees for music programming and production, as described above in Section II, Part (A) above, only after the Recipient has satisfied its match obligation, and provided written documentation as proof.

The County agrees to purchase reimbursable project expenses associated with the following; for Part (B): Five Thousand (5,000) units at a cost of one (\$1.00) dollar per unit, for the creation of a regional, state marketing, and advertising campaign, as described above in Section II, Part (B) above, only after the Recipient has satisfied its match obligation, and provided written documentation as proof.

The County agrees to purchase reimbursable project expenses associated with the following; for Part (C): Two Thousand Five Hundred (2,500) units at a cost of one (\$1.00) dollar per unit, for marketing research and evaluation services, as described above in Section II, Part (C) above, only after the Recipient has satisfied its match obligation, and provided written documentation as proof.

During the Term of this Agreement, the total dollar amount to be purchased by the County shall not exceed a maximum of Twenty-six Thousand Seven Hundred Dollars (\$26,700) and shall only be payable to the Recipient after the Recipient has satisfied its match obligation and provided written proof to County of such satisfaction.

V. Required documentation of services rendered:

The Recipient shall provide, as an attachment to the units of service invoice (the format of which will be provided by the County), a brief description of activities, list the hours the staff worked, and list the hours and days for each day of operation during the period covered by the invoice. Activities listed shall be grouped by the same categories as those appearing in the scope of services section. If a program or event was provided by the Recipient during the invoiced period, the Recipient must attach to the invoice: A copy of the program showing dates and times of the event, and a list of the funded programs or events that were added into the event schedule at ArtsCalendar.com, or other documentation that the event took place.

The final invoice shall include documentation of the completion of all items not previously submitted, as described in Section I.

During the Term, the Recipient will post the ArtsCalendar.com banner web link (<http://www.artscalendar.com/>) on the Recipient's website, if any. For instructions, go to: <http://www.broward.org/Arts/Funding/Pages/ArtsCalendar.aspx>. There is no need to upload any images to the Recipient's website since Recipient can simply copy the code into the body of the Recipient's webpage at its designated location. The logo will appear in the location linked to ArtsCalendar.com which is the leading online resource for arts and cultural information for the Broward County community. The Recipient will acknowledge the County's funding with the correct attribution statement and County logo, as specifically outlined in the incentive program's guidelines. For instructions, go to: <http://www.broward.org/ARTS/FUNDING/Pages/Logos.aspx>.

Exhibit B - The Project Evaluation Report is due in as provided in Article 2.

VI. Funding Categories for which County and Recipient matching funds may be used:

(As shown on the following table)

FUNDING CATEGORIES	
Cultural Incentive Program Funds	Recipient's Funds or Match
Outside Professional Services - Artistic - "Memorial Day Weekend Beach - Great American Beach Party"	Outside Professional Services - Artistic - "Memorial Day Weekend Beach - Great American Beach Party"
Marketing - "Memorial Day Weekend Beach - Great American Beach Party"	Marketing - "Memorial Day Weekend Beach - Great American Beach Party"
Research and Evaluation - "Memorial Day Weekend Beach - Great American Beach Party"	Research and Evaluation - "Memorial Day Weekend Beach - Great American Beach Party"
	Personnel - Administrative
	Personnel - Artistic
	Personnel - Technical/Production
Remaining Operating Expenses - "Memorial Day Weekend Beach - Great American Beach Party"	Remaining Operating Expenses - "Memorial Day Weekend Beach - Great American Beach Party"
TOTAL: \$26,700	TOTAL: \$26,700

VII. Funded activities.

All funded activities shall occur in Broward County solely during the Term as stated in Section 3.1. Notwithstanding the date that this Agreement is fully executed by both parties, the Agreement (including all payment obligations) shall commence on the Effective Date stated in Section 3.1 but only after it is fully executed by both parties. The County represents that the Recipient cannot rely upon the funding provided in this Agreement until the Recipient is in receipt of a fully executed Agreement executed by the County, through its County Administrator or its Board.

[The remainder of this page is intentionally left blank.]

EXHIBIT B
BROWARD CULTURAL COUNCIL
CULTURAL TOURISM PROGRAM PROJECT EVALUATION REPORT

This Cultural Tourism Program ("CTP") project evaluation report must be filed with the Cultural Division no later than 30 day after completion of the project period. "Your" shall meant the "Organization" named below.

Organization:	
Mailing address:	
Project Director: Title:	Telephone: _____ Ext. _____ Fax: _____
Project Title:	BCC # CTP _____
Project began:	Total Cost of Project: \$ _____
Project ended:	Award: \$ _____
FESTIVAL PROJECTS - COMPLETE THIS SECTION. - >	Net revenue derived from the festival: \$ _____

1. PROGRAM INFORMATION

- A. For all of the organization's CTP-funded activities, list dates, locations, titles, and participating artists.

Event

Date(s)

Location

Artists

B. Provide information on the personnel involved in the project.

Number	Artists	Administrative Staff	Other Staff	Board	TOTALS
Full-time					
Part-time					
Volunteers					
TOTALS					

2. AUDIENCE TOURISM IMPACT INFORMATION

A. How many individuals attended the organization's CTP project activities? What percentage of these attendees were tourists? _____% How did you determine each of these statistics?

B. Provide numbers for all applicable categories:

Category	Participants/ Performers	Number of Hotel/Motel Room Nights	Audience	Number of Hotel/Motel room nights
Broward County Residents				
Dade County Residents				
Palm Beach County Residents				
Other Florida (non-Broward)				
Out-of -state				
Foreign				
TOTAL				

What percentage of the tourists rented or leased transient accommodations? _____%

- C. Describe your organization's marketing activities specifically designed to attract tourists. Please be inclusive. Indicate whether your organization, the Greater Fort Lauderdale Convention and Visitors Bureau office, or another agency was responsible for each activity.

Marketing Activity

Responsible Party

- D. What were the most effective elements of your marketing plan? Did you find that particular media placements generated better response? Identify.
- E. As a result of your experience with this CTP project, do you plan to employ some different marketing/publicity tactics with future tourism projects? Explain.

3. FINANCIAL INFORMATION

- A. Was admission charged to your CTP project events? ☐ Yes ☐ No.

If Yes, range of admission (ticket) charges: \$_____ to \$_____.

- B. Total organization budget for year in which the CTP project took place:

Revenues: \$_____ Expenditures: \$_____.

4. REQUIRED ATTACHMENTS:

- _____ Detailed explanation of how you worked with key partners on your CTP project: A) With Cultural Tourism Director. B) With hoteliers, travel agents, or other travel industry representatives. C) With other cultural organizations.
- _____ Enclose EITHER two (2) quality black and white, OR two (2) color first generation (an original, not a copy) photographs. Electronic/digitized images that clearly document the organization's funded activity are preferred.
- _____ Copies of all promotional materials utilized for the funded project, including Broward County logo and funding statement and CVB logo.
- _____ Copies of media buys, including print ads and recordings of electronic media ads.
- _____ Copy of sample tourism survey form, and a copy of the survey with the tabulated results of survey questions and the tabulated zip code results.
- _____ Attach the geographic location template (excel).

CERTIFICATION: The undersigned certify that the information provided in this Project Evaluation Report is true and correct, and Broward County funds were expended solely for the purpose of the approved funded activity.

Signature - Chief Executive Officer	Signature - Project Director
Typed name of CEO:	Typed name of Project Director:
Date:	Date:

To submit this Project Evaluation Report, Exhibit B, ONLINE

Go to your ACCOUNT profile page, and log on:

<<https://www.GrantRequest.com/> SID 391?SA=AM>

In your Account profile....Click on REQUIREMENTS tab (next to Applications tab) and click on the 'OPEN Requirement' link to launch the "Exhibit B Project Report" template published to your award. Complete the input fields with your data, and upload with the Attachment files, and submit.

Some of the fields in the report are already pre-populated with data associated with this request.

If you have questions about the online **Requirement** process, please contact

**Broward Cultural Division
Incentives Section
100 South Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301-1829**

James Shermer, Grants Administrator 954-357-7502
jshermer@broward.org

Adriane Clarke, Grants Management Specialist 954-357-7530
aclarke@broward.org
<http://www.broward.org/arts/Pages/Default.aspx>

EXHIBIT C
Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury ☒ Sexual Molestation / Abuse	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 1 mil
	Personal Injury		
AUTO LIABILITY ☐ Comprehensive Form ☐ Owned ☐ Hired ☐ Non-owned ☐ Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$	
EXCESS LIABILITY ☐ Umbrella Form ☐ Other than Umbrella Form	Bodily Injury and Property Damage Combined		
☒ WORKER'S COMPENSATION	(each accident)	STATUTORY	
☒ EMPLOYER'S LIABILITY		\$100 k/accident	
☐ PROFESSIONAL LIABILITY	Claims-made form w/ Extended Reporting Period of Deductible not to exceed: \$		
☐ PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
☐ Installation floater is recommended and if not provided, then Artist is fully responsible for the installation until written acceptance by County.	Maximum Deductible:	\$10 k	
	CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
Description of Operations/Locations/Vehicles "Broward County" must be certificate holder as an additional insured on the commercial general liability and business automobile liability policies. "Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers' compensation." Project name: City of Fort Lauderdale – CTP03-2017			

CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:

Certificate Holder:
 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 Attention: Jim Shermer – Cultural Division

Elizabeth Plaska

ELIZABETH PLASKA
 dc=city, dc=broward, dc=bc, ou=Organization,
 ou=BCC, ou=RM, ou=Users, cn=ELIZABETH PLASKA
 2016.09.19 14:47:27 -0400

Risk Management Division



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

p 2 ✓ 3/21/17

Today's Date: 3/2/2017

DOCUMENT TITLE: Agreement between Broward County and City of Fort Lauderdale for Broward Cultural Council Cultural incentive Program FY 2017

COMM. MTG. DATE: 1/4/2017 CAM #: 16-1436 ITEM #: CM-12 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: 2

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3-9-17 Candace Duff CD
Attorney's Name Initials

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 3/14/17 Per CAO
CM sign

3) City Manager's Office: CMO LOG #: Mar 52 Document received from: CCO

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 ___ originals to ☐ Mayor ☒ CCO Date: 3/14/17

4) City Clerk's Office: Retains 0 original and forwards 2 originals to: Gina Rivera / 5786

Attach ___ certified Reso # ___ ☐ YES ☒ NO

Original Route form to CAO

Rev. 7/6/16