

AGREEMENT

THIS IS AN AGREEMENT, made this _____ of _____ 2017, 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 SISTER CITIES INTERNATIONAL, INC, a Florida not-for-profit corporation (hereinafter referred to as "SISTER CITIES INTERNATIONAL").

By motion at its meeting on November 21, 2017, the City Commission of the City of Fort Lauderdale, Florida 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 SISTER CITIES INTERNATIONAL with respect to the Sister Cities Program, the devoting of city staff, providing storage space and funding, reimbursement, and other associated issues pertaining to the Sister Cities Program.

2. TERM. The term of this Agreement shall be three (3) years from October 1, 2017, nunc pro tunc, to September 30, 2020, unless terminated prior to said date as provided herein. The terms of this Agreement shall be given the legal effect as if the Agreement was entered into on October 1, 2017.

3. RESPONSIBILITIES OF CITY. The CITY shall:

- A. Not provide SISTER CITIES INTERNATIONAL with office space.
- B. On an "as available" basis, provide SISTER CITIES INTERNATIONAL with storage space at the Fort Lauderdale Executive Airport or other CITY-owned facility. The availability, location, and size of the space shall be determined at the sole discretion of the CITY. CITY shall not be responsible for the maintenance of or damages to any materials stored in its facility on behalf of SISTER CITIES INTERNATIONAL. SISTER CITIES INTERNATIONAL shall not be responsible for paying CITY monthly rent or share any expenses associated with the space including charges by a property management company (taxes, insurance, operating costs). SISTER CITIES INTERNATIONAL shall not store any perishable or hazardous materials in said space.

- C. Provide, upon execution, funding in the amount not to exceed amount of nineteen thousand (\$19,000.00) dollars for each year of the agreement, subject to the following conditions:
 - i. Funding for each year shall be available only upon the anniversary of that year (October 1, 2017, October 1, 2018, and October 1, 2019), and not as a lump sum for multiple years. The October 1, 2018 funding is subject to the completion of the requirement described in paragraphs 4.A., 4.B., and 4.C.
 - ii. Funding shall be used for expenses incurred by SISTER CITIES INTERNATIONAL consistent with the purpose of SISTER CITIES INTERNATIONAL and in accordance with all applicable law and for CITY-related expenses. City shall have the right to request an audit and/or financial statements of SISTER CITIES INTERNATIONAL with regard to use of funds pursuant to this Agreement.
 - iii. Under no circumstances shall CITY be required to pay more than the approved funding set forth herein.
 - D. During exchanges with other Sister Cities or delegations from other governments invited by SISTER CITIES INTERNATIONAL, CITY shall only be required to assist SISTER CITIES INTERNATIONAL in economic development activity, including but not limited to, coordinating meetings with businesses and organizing familiarization tours related to economic development activity within the City of Fort Lauderdale. CITY shall not be responsible for escorting visiting groups or delegations during their entire visit.
 - E. At CITY's discretion with regard to location, prominently display artifacts, public documents and other materials of Sister Cities at public locations.
 - F. Appoint its Sustainable Development Department, as the administrator of this Agreement on behalf of the CITY. The CITY's Sustainable Development Department (hereinafter referred to as "Department") shall designate a liaison to attend SISTER CITIES INTERNATIONAL meetings, and to coordinate the activities of the Department and SISTER CITIES INTERNATIONAL, and otherwise oversee the Agreement.
 - G. Have the sole discretionary authority to decide whether to participate in any manner, financially or otherwise, in any activity or programs sponsored by SISTER CITIES INTERNATIONAL.
4. RESPONSIBILITIES OF SISTER CITIES. SISTER CITIES INTERNATIONAL shall:
- A. Amend its by-laws to create a full, voting member seat on their Board for a designated CITY representative. SISTER CITIES shall not be qualified to apply for the October 1, 2018 funding and/or annual funding for any year described in paragraph 3.C.i unless this condition has been completed and a CITY

representative is on their Board.

- B. Each year provide a copy of the annual report for GREATER FORT LAUDERDALE SISTER CITIES INTERNATIONAL, INC for the past year. SISTER CITIES shall not be qualified to apply for the annual funding for any year described in paragraph 3.C.i unless this condition has been completed.
- C. Each year provide a proposed budget for the next fiscal year to the City's Budget Manager and financial statements for the past fiscal year on the financial activities of GREATER FORT LAUDERDALE SISTER CITIES INTERNATIONAL, INC. SISTER CITIES shall not be qualified to apply for the annual funding for any year described in paragraph 3.C.i unless this condition has been completed.
- D. Provide sufficient committee volunteers to perform all necessary logistical support during exchanges with Sister Cities or delegations, including but not limited to escorting guests, providing translators, and providing transportation, lodging, and activities for guests.
- E. Provide all volunteers and resources for any fundraising activities and contributions benefiting SISTER CITIES INTERNATIONAL activities. CITY staff shall not be required to participate in, organize, or take part in any manner in such activity.
- F. Provide all necessary event information, press releases, media relations, and event support, including but not limited to, logistics, event setup and breakdown, and photography. Notify the City's Public Affairs Office, with a copy to the Department, at least two (2) weeks in advance of every event.
- G. Provide postage costs for mass mailings sent through the City's Information Technology Department.
- H. Provide payments for other printing and postage for all services provided through the City (including the Print Shop/Mail Room Information Technology Department).

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

6. DAMAGE TO PREMISES. SISTER CITIES INTERNATIONAL shall be responsible for any and all damage to CITY property, including but not limited to the storage space provided by CITY, as referenced in Paragraph 3.B. of this Agreement.

7. INSURANCE. SISTER CITIES INTERNATIONAL shall provide, pay for, and maintain in force during the term of this Agreement, adequate insurance as determined by the CITY's Risk Manager, including but not limited to automobile and comprehensive general liability insurance with limits of \$1,000,000 per occurrence. The policy or policies contemplated herein shall be issued by an approved company authorized to do business in the State of Florida, and having agents located in the State of Florida upon whom service of process may be made.

8. INDEMNIFICATION. SISTER CITIES INTERNATIONAL shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees from and against any and all claims, suit actions, damages, liabilities, expenditures, or causes of action of any kind arising from this Agreement or any activities contemplated under this Agreement and resulting or accruing from any act, omission, or error by SISTER CITIES INTERNATIONAL, its officers, employees, agents, or volunteers, resulting in or relating to, injuries to body, life, limb, or property sustained in connection with the operation of this Agreement.

SISTER CITIES INTERNATIONAL shall hold and save the CITY harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses, and liabilities incurred in connection with the performance of this Agreement.

The covenants and representations relating to this indemnification provision shall not be limited by any insurance required hereunder and shall survive the expiration or termination of this Agreement.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employer/employee relationship between the parties. SISTER CITIES INTERNATIONAL is an independent contractor under this Agreement, and is not a division, department, or sub- entity of CITY. SISTER CITIES INTERNATIONAL 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. SISTER CITIES INTERNATIONAL agrees that it is a separate and independent enterprise from the CITY.

10. STORAGE SPACE. The storage space provided to SISTER CITIES INTERNATIONAL by CITY may not be altered, adjusted, partitioned, added to, or improved in any manner without the express written consent of the Director of the Sustainable Development Department.

11. 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.

12. SURRENDER UPON TERMINATION. SISTER CITIES INTERNATIONAL shall peaceably surrender to CITY any storage space provided by CITY immediately upon expiration of the term of the Agreement or upon termination of the Agreement by either party as provided herein. SISTER CITIES INTERNATIONAL shall remove from said space, at its own expense, any personal property left therein within three (3) business days of termination of this Agreement or expiration of the term, whichever comes first.

13. 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.

14. TERMINATION. This Agreement may be canceled by CITY or SISTER CITIES INTERNATIONAL 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 SISTER CITIES INTERNATIONAL will result in immediate termination of this Agreement, and such termination shall be effected by CITY giving notice in writing pursuant to paragraph 15 below.

15. 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

Notice to SISTER CITIES INTERNATIONAL shall be addressed to:

Marianne Winfield, Executive Director
Greater Fort Lauderdale Sister Cities International, Inc.
c/o Marianne Winfield
5280 NW 2nd Ave. #511
Boca Raton, Fl. 33487

16. 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 here from, and shall not invalidate the remaining provisions of the Agreement.

17. LAWS AND ORDINANCES. SISTER CITIES INTERNATIONAL shall observe and comply with all applicable laws, ordinances, and regulations of the CITY, county, state, and federal agencies in connection with the performance of this agreement and the Sister Cities Program.

18. 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.

19. Nothing herein shall be deemed a waiver of sovereign immunity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

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

By _____
JOHN P. "JACK" SEILER, Mayor

By _____
LEE. R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

JEFF MODARELLI, City Clerk

Approved as to form:

Assistant City Attorney

WITNESSES:

GREATER FORT LAUDERDALE SISTER
CITIES INTERNATIONAL, INC, a Florida not-
for-profit corporation

[Witness print / type name]

By _____
[Print name and title]

[Witness print / type name]

ATTEST:

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this day _____ of
_____ 2017, by _____, as President, of
GREATER FORT LAUDERDALE SISTER CITIES INTERNATIONAL, INC, who: ☐ has
produced _____ as identification or ☐ is personally known to me.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number