

**CITY OF FORT LAUDERDALE  
FY 2018-2019 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered this 21<sup>st</sup> day of December 2018 by and between:

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

and

**THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**, a public body corporation organized under the laws of Florida whose usual place of business is 11200 SW 8<sup>th</sup> Street, Miami, Florida 33199 hereinafter referred to as "Participant" or "Contractor".

**WHEREAS**, the Participant is the administrator and co-producer of the Food Network & Cooking Channel South Beach Wine & Food Festival for the benefit of the community; and

**WHEREAS**, the City is providing funding for the Participant's program 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

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICES**

**A. Activities**

The Participant shall coordinate, promote, and host the Food Network & Cooking Channel South Beach Wine & Food Festival which includes six (6) events such as a kick-off dinner hosted by a notable chef; a large-scale and walk around tasting event; wine seminars, a happy hour event; and an intimate dinner event.

**B. Deliverables**

The funding will be used to coordinate, promote, and host the Food Network & Cooking Channel South Beach Wine & Food Festival and associated events and activities.

### C. Use of Funds

The funds will be distributed on a reimbursement basis based upon providing supporting receipts and invoices. The funds will be used to support costs associated with producing and marketing the events, including: infrastructure; permitting; marketing, décor and entertainment enhancements; talent transportation to and from the event; as well as costs associated with outdoor marketing assets.

The City reserves the right to examine the records of the Participant related to this Agreement. 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). However, such audits shall only be performed upon prior written notice to Participant and shall only be for that documentation related to this Agreement.

## II. TERM AND TIME OF PERFORMANCE

The effective date of this Agreement shall commence upon full execution by the City and the Participant. The Participant shall expend the funds between February 25, 2019 and September 30, 2019.

## 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

City Manager's Office  
Budget/CIP and Grants Division  
101 NE 3<sup>rd</sup> Avenue, Suite 1400  
Fort Lauderdale, FL 33301

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$75,000.00.

## 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:

**City**

Lee R. Feldman  
City Manager

**Participant**

Christina Jardim  
Enterprise Development  
Director

**As to the City:**

City Manager's Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

**As to the Participant:**

The Florida International  
University Board of  
Trustees  
c/o SOBEWFF HQ  
1600 NW 163 St  
Miami, FL 33169

**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 indemnify and hold harmless the City and its officers, employees and agents from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of Participant or Participant's employees when acting within the course and scope of their employment; provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby Participant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Participant arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying Participant or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of Participant to be sued; or iii) a waiver of sovereign immunity of

Participant beyond the waiver described herein and provided in §768.28, Florida Statutes.

#### 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 OR THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (954-828-5002 or by email at [prcontract@fortlauderdale.gov](mailto:prcontract@fortlauderdale.gov) or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records) AND FOR PARTICIPANT AT (305) 348-1377, [recordsmanagement@fiu.edu](mailto:recordsmanagement@fiu.edu) OR BY MAIL AT 11200 S.W. 8<sup>TH</sup> ST., GL 460, MIAMI, FLORIDA 33199.**

Both Contractor and the City shall:

- Keep and maintain public records that ordinarily and necessarily would be required by that party in order to perform the service.
- Upon request from that party's custodian of public records, provide it 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.
- 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 and if the City does not transfer the records to the Contractor.

- Upon completion of this Agreement, transfer, at no cost, to the other party all public records in its possession or keep and maintain public records required to perform the service. If each party transfers all public records to the other party upon completion of this Agreement, that party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If that party keeps and maintains public records upon completion of this Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other party, upon request from its custodian of public records, in a format that is compatible with the information technology systems of that party.

#### E. Default

The following events shall constitute an "Event of Default" pursuant to this Agreement:

- Either party fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the other party herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
- 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.
- Either party'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 non-defaulting party shall issue written notice in accordance with Article V and the defaulting party shall have thirty (30) days to cure such default. If defaulting party 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.

### **X. AUTHORIZED SIGNATORY**

Upon delegation of authority by the City Commission, the City Manager is authorized to execute this Agreement on behalf of the City.

By signing below, each party represents that it has had the opportunity to review this Agreement and agrees with all of the terms and conditions contained herein.

The duly authorized representatives of the parties hereby execute this Agreement as of the Effective Date.

**PARTICIPANT**

WITNESSES:

Lissette M. Garcia  
Lissette M. Garcia.  
[Witness print name]

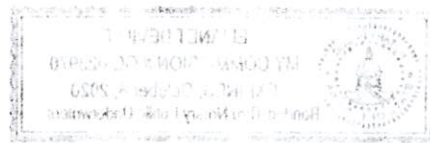
Wendi Appelbaum  
Wendi Appelbaum  
[Witness print name]

(CORPORATE SEAL)



**The Florida International University Board  
of Trustees**

By Christina Jardim  
Christina Jardim, Director  
Enterprise Development



ATTEST:

Howard Helness  
Print Name: Howard Helness Secretary

STATE OF FLORIDA:  
COUNTY OF ~~BROWARD~~: Miami-Dade.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December 2018, by **Christina Jardim**, as **Director, Enterprise Development of The Florida International University Board of Trustees**. Who is ✓ personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

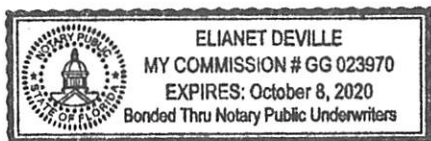
(NOTARY SEAL)

*EliaNet Deville*

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

*EliaNet Deville*

Name of Notary Typed, Printed or Stamped  
My Commission Expires:



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



CITY

WITNESSES:

Jeannette A. Johnson

Jeannette A. Johnson  
(Witness print name)

KERRY ARTHURS  
(Witness print name)

(SEAL)

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

Dean J. Trantalis  
Dean J. Trantalis, Mayor

CHRISTOPHER J. LAGERBLOOM  
ICMA-CM, City Manager

ATTEST:

JEFFREY A. MODARELLI, City Clerk

Approved as to form:  
Alain E. Boileau, City Attorney

LYNN SOLOMON, Assistant City Attorney

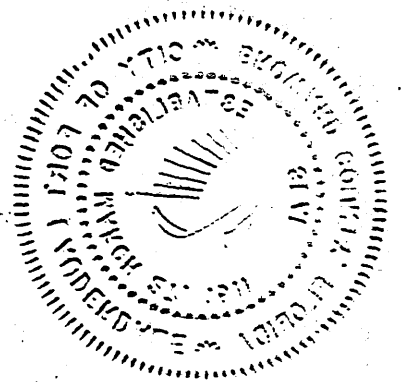


*[Faint, illegible handwritten text]*

*[Faint, illegible handwritten text]*

*[Faint, illegible handwritten text]*

*[Faint, illegible handwritten text]*





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

206  
11/19

Today's Date: 1/8/19

DOCUMENT TITLE: FY 2018-2019 Not for Profit Grant Participation Agreement – The Florida International University board of Trustees (South Beach Wine & Food Festival)

COMM. MTG. DATE: 11/6/18 CAM #: 18-1117 ITEM #: CM-5 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

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 # of originals attached: 2 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 1/9/19 LS  
Initials

3) City Clerk's Office: # of originals: \_\_\_\_\_ Routed to: Kerry Arthur/CMO/X5013 Date: \_\_\_\_\_

4) City Manager's Office: CMO LOG #: San-43 Date received from CCO: 1/10/19

Assigned to: CHRIS LAGERBLOOM ☒ LINDA LOGAN-SHORT ☐ RHODA MAE KERR ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: L.L-SHORT \_\_\_\_\_ (Initial/Date) R. KERR \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to ☒ Mayor ☐ CCO Date: 1/10/19

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

**INSTRUCTIONS TO CLERK'S OFFICE**

City Clerk: Retains 1 original and forwards 1 original(s) to: Cija Omengebar / CRA / Ext. 4776 (Name/Dept/Ext)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO Original Route form to CAO

**\*\*PLEASE EMAIL AN EXECUTED COPY TO SHANIECE LOUIS \*\***