

**CITY OF FORT LAUDERDALE
FY 2020 GRANT PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered this _____ day of _____ 2020 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 established
under the laws of Florida whose principal address is 11200
SW 8th 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 presented by Capital One, Crave Greater Fort Lauderdale Series ("Event") for the benefit of the community; and

WHEREAS, the City is providing funding for the Participant's event 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 Food Network & Cooking Channel South Beach Wine & Food Festival presented by Capital One, Crave Greater Fort Lauderdale Series which includes seated dinners and walk-around tasting events.

B. Deliverables

The Participant will coordinate, promote and host the Food Network & Cooking Channel South Beach Wine and Food Festival presented by Capital One as more fully described in Exhibit 1 to City Commission Agenda Memorandum No. 20-0079.

C. Use of Funds

The funds will be distributed on a reimbursement basis based upon the Participant providing supporting receipts and invoices. The funds will be used to support costs associated with producing and marketing the events which includes:

- Infrastructure
- Permitting
- Décor
- Entertainment
- On-site branding
- Signage
- Talent transportation and hospitality

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.

D. Audits

Participant shall preserve and make available at reasonable times for examination and audit by the City all records directly related to this Agreement. 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. The Participant shall preserve and maintain during the term of the Agreement all books of account, reports, financial records, supporting documents, statistical records and any other records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. All books, records, and accounts of Participant related to this Agreement, shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Participant shall make the same available at no cost to City in written form.

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 the effective date of this Agreement and September 30, 2020.

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 3rd 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. 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:

Christopher J. Lagerbloom
ICMA-CM
City Manager

Participant:

David Snider
Assistant Vice President, Auxiliary &
Enterprise Development

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
2105 N. Miami Avenue
Miami Florida, FL 33127

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. 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; or ii) a waiver of sovereign immunity of Participant or City beyond the waiver described herein and provided in Section 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 PARTICIPANT OR THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPANT OR CITY'S 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 PRRCONTRACT@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 OR BY MAIL AT 11200 S.W. 8TH ST., GL 460, MIAMI, FLORIDA 33199.

Both Participant and the City shall:

1. Keep and maintain public records required by that City or Participant in order to perform the service.
2. Upon request from either party's custodian of public records, provide the other party 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 (2019), or as otherwise provided by law.
3. 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 Participant does not transfer the records to the City and if the City does not transfer the records to the Participant.
4. 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:

1. 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.
2. 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.
3. 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 the defaulting party fails to cure the default within the thirty (30) days, the Agreement will be deemed terminated. If the defaulting party is Participant, Participant agrees that no further payments will be made to Participant by the City after termination of the Agreement pursuant to this provision. This right of termination under this section is not exclusive, and the non-defaulting party shall have and may assert any and all other remedies or means of redress to which it may be lawfully entitled as it is the intent of the party hereto that all remedies shall be cumulative.

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 the terms and conditions contained herein. The duly authorized representatives of the parties hereby execute this Agreement as of the Effective Date.

PARTICIPANT OR CONTRACTOR

WITNESSES:

The Florida International University
Board of Trustees

[Print Name]

By _____
David Snider, Assistant Vice President,
Auxiliary & Enterprise Development
Office of Finance & Administration

[Print Name]

ATTEST:

Print Name: _____
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

***Reviewed by the Office of the
General Counsel***

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by David Snider as Assistant Vice President of Auxiliary & Enterprise Development Office of Finance & Administration of The Florida International University Board of Trustees, a public body corporation.

(SEAL)

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of
Notary Public

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

CITY

ATTEST:

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

JEFFREY A. MODARELLI, City Clerk

DEAN J. TRANTALIS, Mayor

(SEAL)

CHRISTOPHER J. LAGERBLOOM,
ICMA-CM, City Manager

Approved as to form:
ALAIN E. BOILEAU, City Attorney

By: _____
SHARI C. WALLEN
Assistant City Attorney