

**CITY OF FORT LAUDERDALE
FY 2026 GRANT PARTICIPATION AGREEMENT**

THIS AGREEMENT, is entered into this _____ day of _____, 2026 ("Effective Date"), by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the
State of Florida (hereinafter referred to as "City"),

and

SWIM FORT LAUDERDALE BOOSTER CLUB, INC., a Florida
not for profit corporation, with its principal address located at 501
Seabreeze Blvd, Fort Lauderdale, Florida 33316 (hereinafter
referred to as "Applicant" or "Sponsor").

WHEREAS, the Participant is the organizer, promoter, administrator, and producer of the annual programming for the **Fort Lauderdale Open**, which is an event scheduled for April 29, 2026 through May 2, 2026, on Fort Lauderdale Aquatic Center, designed to promote businesses located within the Beach Business Improvement District and enhance the visitor experience to benefit the Fort Lauderdale community (collectively referred to as "Event"); and

WHEREAS, the Beach Business Improvement District Advisory Committee ("BBID") at its meeting on November 10, 2025, unanimously recommended approval by the City Commission of grant funds in the amount of \$10,000 to support Participant's Event; and

WHEREAS, the funds from this BBID grant will be used to reimburse and supplement Participant's expenses associated with the Event and, upon City Commission's approval, said funds will be disbursed to Participant, subject to and conditioned upon Participant's full compliance and satisfaction of the terms and conditions outlined herein this Agreement; and

WHEREAS, the City Commission hereby authorizes the proper City Officials to enter into this agreement ("Agreement") with Participant and finds that enhancing family activity, recreation, and providing opportunities for the expansion of tourist-related facilities and activities is a legitimate public purpose for the City to support Participant's Event; and

WHEREAS, in partial consideration for receiving the grant funds, as more particularly defined below, Participant agrees to promote the City's and BBID's support of this Event through multiple marketing and communication mediums;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant and the City hereby agree that the foregoing recitals are true and correct, and further agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Participant shall be responsible for coordinating, promoting, administering, producing, and hosting the Fort Lauderdale Open scheduled for April 29, 2026, through May 2, 2026, on Fort Lauderdale Aquatic Center, 501 Seabreeze Blvd, Fort Lauderdale, Florida 33316.

The Participant shall prominently feature the BBID's tourism brand DiscoverFTLBeach.com as host of the Fort Lauderdale Open across the Event marketing channels.

B. Deliverables

In consideration of the BBID's sponsorship of Participant's Event, Swim Fort Lauderdale Booster Club Inc., the Event organizer, will provide the following deliverables:

The sponsorship provides the BBID with high-visibility promotional opportunities targeting Event participants, spectators, and visiting teams. Deliverables associated with this Grant Participation Agreement include:

- Feature BBID hotels in Event web, email, and print communications.
- Include the DiscoverFTLBeach.com (BBID logo) on Event marketing materials with messaging directing audiences to the BBID visitor website.
- Promote DiscoverFTLBeach.com as a resource for Fort Lauderdale Beach hotels, restaurants, shops, and things to do.
- Provide on-site visibility through digital scoreboard signage, Event banners, and Event announcements. Encourage overnight stays at Fort Lauderdale Beach hotels for future Swim Fort Lauderdale Booster Club events hosted at the Fort Lauderdale Aquatic Center.

Each party recognizes that the other party owns the legal rights, or has licensed the rights to certain names, logos, trademarks, trade names, symbols and designs (hereinafter "Trademarks" or "Marks") and that use of a party's Trademarks by each other is necessary to promote, market and advertise the subject Event including, but not limited to all media broadcast and fulfill the obligations under this Agreement. Therefore, each party grants to the other party a non-exclusive, revocable, non-transferable, limited license to use certain trademarks, service marks, and/or copyright rights belonging to the other party solely in connection with operation of this Event ("Limited License").

C. Event Location: Fort Lauderdale Aquatic Center, 501 Seabreeze Blvd, Fort

Lauderdale Florida 33316

D. Use of Funds

The BBID Funds will be disbursed on a reimbursement basis based upon the Participant providing supporting receipts and invoices totaling the \$10,000 grant amount, demonstrating eligible expenses and proof of payment and submission by Swim Fort Lauderdale Booster Club Inc. of satisfactory evidence demonstrating performance of the sponsor deliverables. Documentation must include:

- Visual proof of BBID brand placement and recognition (screenshots, photos, digital placements, and marketing materials)
- Metrics specific to BBID deliverables, including impressions, reach, engagement, and promotional distribution
- Summary of exposure and measurable impact and value received by BBID within the deadlines set forth herein

The Funds will be used to supplement some of the costs associated with production, promotion and marketing of the Event. Costs, fees and expenses shall be reimbursed in accordance with the application and as permitted under the City Code and consistent with the City's policies and procedures. BBID funds will only be used and reimbursed for events occurring within the BBID district.

The City reserves the right to examine the records of the Participant. 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).

II. TERM AND TIME OF PERFORMANCE

The effective date of this Agreement shall commence upon the date of execution by the last party to this Agreement. The Participant shall expend the reimbursed funds between the date of the Event and September 30, 2026.

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
Aquatic Center Complex
Attn: Beach Business Improvement District Office
501 Seabreeze Boulevard

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **Ten Thousand Dollars (\$10,000)** (the "Grant") and shall be disbursed subject to satisfaction of the conditions stated herein. The City will reimburse Participant for City-approved invoices related to the Event, provided Participant's invoices for payment (with all supporting documentation such as receipts, cancelled checks, contracts and other information requested by the City) have been submitted to the City within ninety (90) days after conclusion of the Event as noted in the application submitted to the City. The City has the right to deny a reimbursement request if the invoice and supporting documentation has not been submitted within the ninety-day period. Funding under this Agreement is subject to budget and appropriation by the City Commission.

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:

As to the City:

Rickelle Williams
City Manager
City of Fort Lauderdale
Ft. Lauderdale, FL 33312
101 NE 3rd Ave, Suite 2100
Fort Lauderdale, FL 33301

As to the Participant:

Jennifer Gibson
Chairman
Swim Fort Lauderdale Booster Club, Inc
501 Seabreeze Blvd,
Fort Lauderdale, FL 33316

With a copy to:

Shari L. McCartney
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

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. INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Participant shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Participant. Participant shall provide the City a certificate of insurance evidencing such coverage. Participant's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Participant shall not be interpreted as limiting Participant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Participant for assessing the extent or determining appropriate types and limits of coverage to protect Participant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Participant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Participant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Insurance Certificate Requirements

- a. Participant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Participant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Participant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Participant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Participant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies.
- g. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Participant has the sole responsibility for all insurance premiums and shall be fully and solely

responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Participant's expense.

If Participant's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Participant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Participant's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Participant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Participant must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Participant's insurance policies.

Participant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Participant's insurance company or companies and the City's Risk Management office as soon as practical.

It is Participant's responsibility to ensure that any and all of Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Participant. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Participant.

C. Hold Harmless

Participant shall protect and defend the City at Participant's sole expense, and indemnify and hold harmless the City, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury,

death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. City reserves the right to select counsel of its own choosing. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised. This section shall survive the expiration or early termination of this Agreement.

D. 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 or designee. 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 sole 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.

E. Public Records

IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002 OR BY EMAIL AT PRRCONTRACT@FORTLAUDERDALE.GOV (OR BY MAIL AT ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FL 33301 ATTENTION: CUSTODIAN OF PUBLIC RECORDS).

Participant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 (2025), as may be amended or revised, 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.

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

F. Default

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

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant 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. Participant'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 City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days to cure such default. If Participant 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.

G. 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. AUTHORITY OF THE CITY OF FORT LAUDERDALE CITY MANAGER

The City of Fort Lauderdale City Manager or designee shall have the authority to suspend all or any part of the Event when the City Manager or designee determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager or designee also reserves the right to immediately revoke permission, suspend, modify or terminate the Event or any portion thereof upon his/her written determination or to the extent any term or condition of this Agreement is violated.

XI. ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the Applicant shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the Applicant under penalty or perjury attesting that the Applicant does not

use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date indicated.

PARTICIPANT OR SPONSOR

WITNESSES:

SWIM FORT LAUDERDALE BOOSTER CLUB, INC., a Florida not for profit corporation.

By: _____
Jennifer Gibson, Chairman

[Signature]

[Witness print name]

[Signature]

[CORPORATE SEAL]

[Witness print name]

ATTEST:

Secretary signature

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by **Jennifer Gibson**, as Chairman of **SWIM FORT LAUDERDALE BOOSTER CLUB, INC.**, a Florida not for profit corporation.

(Signature of Notary Public- State of Florida)

[NOTARY SEAL]

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY

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

ATTEST:

DAVID R. SOLOMAN, City Clerk

DEAN J. TRANTALIS, Mayor

RICKELLE WILLIAMS, City Manager

Date: _____

(SEAL)

Approved as to form and correctness:
SHARI L. MCCARTNEY, City Attorney

PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney