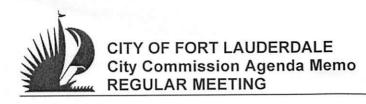


COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM



Today's Date: <u>03/03/2025</u>

			LEVENT AGREEMENT WIT V - (COMMISSION DISTRI	
сомм. мто	G. DATE: <u>02/04/2025</u>	CAM #: <u>25-0055</u> I7	ГЕМ #: <u>СМ-1</u> САМ at	ttached: ⊠YES ⊡NO
Routing Orig	gin: <u>CAO</u> Router Nan	ne/Ext: <u>Stephanie</u>	<u>S. /5001</u> Action Sumr	mary attached: YES
NO		least 10 years and a cost (land, buildings, or fixtures	mmunity Improvement Projects of at least \$50,000 and shall mea s) that add value and/or extend us , etc. Term "Real Property" includ	n improvements to real property
CIP FUNDEL	D: ☐ YES ⊠ NO			
1) City Attor	ney's Office: Docume	ents to be signed/rou	uted? ⊠YES ⊡NO≕	# of originals attached: _1_
Is attached G	ranicus document Fina	al? ⊠YES □NO	Approved as to Forn	n: ⊠YES □NO
Date to CCO		ricia SaintVil-Joseph rney's Name	<u>1</u>	mitials
2) City Clerk	κ's Office: # of original	s: 1 Routed to: [Donna V./Amber C./CM	0 Date: 3/4/2025
3) City Mana	ger's Office: CMO LO	OG #: Mar 03	Document received from	m:
Assigned to:	SUSAN GRANT CHRIS COOPER		LAURA REECE BEN ROGERS	
	LAURA REECE as CR	A Executive Director	r 🗌	
APPROVE	ED FOR S. GRANT'S S	SIGNATURE	☐ N/A FOR S. GF	RANT TO SIGN
PER AACM: B. Rogers PENDING	C. Cooper (Initial/Data APPROVAL (See cor	(Initial/Date) ie) mments below)	L. Reece	(Initial/Date)
Comments/Q	uestions:		···	
Forward 1	originals to Mayo	or 🛭 CCO Date:	3/5/25	1
	A Chairman: Please s cable) Date:		orward <u>1</u> originals to	CCO for attestation/City
5) City Clerk	: Scan original and for	wards <u>1</u> origin	als to: B. Henry /PA	RKS /ext. 4943
Attach cer	tified Reso#	□YES ⊠NO		Rev. 4/20/23



#25-0055

TO: Honorable Mayor & Members of the

Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: February 4, 2025

TITLE: Motion Approving an Outdoor Event Agreement with Dolphins Cycling

Challenge, Inc. for Dolphins Cancer Challenge XV - (Commission

Districts 2 and 4)

Recommendation

Staff recommends the City Commission approve an outdoor event agreement with Dolphins Cycling Challenge, Inc., in substantially the form attached, and authorize execution of the agreement by the City Manager.

Background

On December 4, 2024, Dolphins Cycling Challenge, Inc. submitted an outdoor event application for Dolphins Cancer Challenge XV to cycle throughout Fort Lauderdale. The event is scheduled to take place on Saturday, February 22, 2025, which is less than the 90-day application deadline, therefore the outdoor event application fee is \$1,000. The event impacts are limited to February 22, 2025, which includes the setup period, event period, and breakdown period.

The event organizers attended the January 8, 2025, outdoor events meeting to review the event details with City staff including the Parks & Recreation Department, Transportation and Mobility Department, Police Department, and Fire Department. The outdoor events meetings focus on operational logistics, cross departmental coordination, and event organizer requirements. The event organizer is not requesting special permissions that require City Commission approval.

City staff invited the surrounding civic associations to the outdoor events meeting as well as sent a copy of the application and site plan. Upon approval, the City's online events calendar will be updated to reflect this event.

The event agreement defines the responsibilities of the event organizer such as covering the associated event expenses and the required certificates of insurance. The event organizer will also secure all other necessary permits and licenses that are required from other agencies. Authorization for the execution of the event agreement is contingent upon the City Attorney's Office reviewing and approving as to form all documents prior to their

execution by the City Manager or designee.

Resource Impact

Revenue related to these agreements is included in the FY 2025 operating budget in the accounts listed below.

Funds available as of January 22, 2025					
ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT / ACTIVITY NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-6025-574- 347-200-PKR029	Community Events	Charges for Service/ Nonsponsor Charges – Spec Event Fees	\$90,000	\$400	\$1,000
			TOTAL	AMOUNT ►	\$1,000

Strategic Connections

This item supports the 2029 Strategic Plan, specifically advancing:

• The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We are Here.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Place specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Area
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our city.

Attachment

Exhibit 1 – Dolphins Cancer Challenge XV Event Agreement

Prepared by: Brittany Henry, Senior Administrative Assistant, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

CITY OF FORT LAUDERDALE OUTDOOR EVENT AGREEMENT

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301 (hereinafter referred to as "City"),

and

DOLPHINS CYCLING CHALLENGE, INC., a Florida not for profit corporation, with its principal address located at 347 Don Shula Drive, Miami Gardens, Florida 33056 (hereinafter referred to as "Applicant" or "Sponsor").

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted a Special Event Application with an Anti-Human Trafficking Affidavit, which are incorporated into this Agreement and identified as "Composite Exhibit A" in compliance with the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida, and Section 787.06, Florida Statutes (2024), as may be amended or revised; and

WHEREAS, the Applicant is willing to obtain the requisite insurance and indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on <u>February 4, 2025</u>, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City Officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. Recitals and Effective Date.

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference. The Effective Date of this Agreement is the date upon which City Commission approval is granted.

2. Outdoor Event.

The Applicant is permitted to operate or sponsor the outdoor event titled, "DOLPHINS CANCER CHALLENGE XV" (hereinafter referred to as the "Event"), only on the date(s), time(s), and with any approved road closure(s) and music exemption(s), as set forth in

the attached Schedule 1 ("Exhibit B"), and at the location particularly described in the attached Event Location Map ("Exhibit C") and Event Site Plan ("Exhibit D") (if applicable), which are attached hereto and made a part of this Agreement.

3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event, the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state and local laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development to schedule appropriate City staff to conduct electrical inspections of all electrical facilities, whether power is supplied by local utilities or is self-provided by generator systems. Prior to the Event, the Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) Prior to the Event, the Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the Event application and determine necessary parking requirements.
- (5) If the Event includes the sale or distribution of any food or beverages, prior to the Event, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (6) If the Event includes use of tents, awnings or canopies, in advance of the Event, the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (7) The Applicant shall pay for the expense of all City services provided as a result of the Event identified by City staff prior to the Event. In advance of the Event, the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.

- (8) In advance of the Event, the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.
- (9) In advance of the Event, the Applicant shall submit a written plan to the City Manager's Office that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City Manager's Office has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (10) Pursuant to Section 16-154(1)(b) of the Code of Ordinances of the City of Fort Lauderdale, special event permittees are prohibited from using polystyrene products, or utilizing polystyrene food and beverage packaging while serving or preparing food or beverages, or providing polystyrene products to anyone while operating or located on City facilities or City property. The City may revoke the special event permit immediately if this section is violated. This subsection shall not apply to expanded polystyrene food and beverage packaging that was packaged outside of the City and sealed prior to receipt by the special event permittee.

4. Outdoor Event Site.

The City does not warrant that the Event site will be available during the approved Event period. Further, no such warranty is granted as to the suitability of the Event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager or his/her designee.

5. Insurance.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement, including setup and breakdown periods, and during any renewal or extension term of this Agreement, the Applicant, at its sole expense, shall 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 the Applicant. The Applicant shall provide the City a certificate of insurance evidencing such coverage. The Applicant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Applicant shall not be interpreted as

limiting the Applicant'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 the Applicant for assessing the extent or determining appropriate types and limits of coverage to protect the Applicant 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 the Applicant 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 Applicants.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered 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 the Applicant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Applicant does not own vehicles, the Applicant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2024). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation

insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes (2024).

The Applicant waives, and the Applicant shall ensure that the Applicant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Applicant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Applicant 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. The Applicant 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 the Applicant 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 the Applicant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Applicant 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 covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Applicant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, 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 The Applicant 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, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Applicant's expense.

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

The Applicant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, 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 the Applicant 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 contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Applicant must provide to the City confirmation of coverage renewal via an updated certificate 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 Applicant's insurance policies.

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

It is the Applicant's responsibility to ensure that any and all of the Applicant's independent Applicants and sub-contractors comply with these insurance requirements. All coverages for independent Applicants and sub-contractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Applicant.

6. Restoration of public property.

If the Event includes use of public property, the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the City Manager or his/her designee. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

7. Reimbursement of expenses.

Should the City incur expenses as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice, the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the City Manager or his/her designee. Resolution of any such challenge shall be made by the City Manager and the Applicant agrees to abide by the City Manager's decision.

Public Records.

This agreement and any other documents pertinent to this Agreement is subject to the public records disclosure as prescribed in Chapter 119, Florida Statutes (2024), and as may be amended or revised, or as otherwise provided by law. IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

9. Notices.

(a) Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement or any Assumption Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be

given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as Applicant may from time to time designate by notice as herein provided.

(b) All notices of default, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY:

Susan Grant

Acting City Manager City Fort Lauderdale

101 NE 3rd Ave, Suite 2100 Fort Lauderdale, FL 33301

With a copy to:

D'Wayne M. Spence Interim City Attorney City of Fort Lauderdale

1 East Broward Blvd., Suite 1320 Fort Lauderdale, Florida 33301

AS TO APPLICANT:

DOLPHINS CYCLING CHALLENGE, INC.

ATTN: Javier Sanchez 347 Don Shula Drive Miami Gardens, FL 33056

10. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager or his/her designee, shall have the authority to suspend all or any part of the Event when the City Manager or his/her 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 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.

11. Compliance with laws.

(1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to,

those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.

- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

12. Indemnification.

Applicant shall protect and defend at Applicant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with this Event or arising directly or indirectly out of any act or omission by the Applicant or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Applicant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

13. Limitation of Liability.

(1) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's

recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00.

(2) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100.00, for any action for breach of contract or for any action or claim arising out of this Agreement. 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 (2024).

14. Transfer of Rights.

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

15. Venue.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

16. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

17. 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 Statues (2024), as may be amended or revised.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:

CITY OF FORT LAUDERDALE,

a Florida munigipal corporation.

DAVID R. SOLOMAN

City Clerk

SUSAN GRANT

cting City Manager

Approved as to form and correctness:

D'WAYNE M. SPENCE, Interim City Attorney

PATRICIA SAINTVIL JOSEPH

Assistant City Attorney



APPLICANT/SPONSOR

WITNESSES:	DOLPHINS CYCLING CHALLENGE INC., a Florida Not for Profit Corporation
Michael Vineis Print Name Signature Taylor Rose Print Name	JAVIER SANCHEZ Executive Director
	(CORPORATE SEAL)
STATE OF	
(Signature of Notary Public- State of Florida)	KRISTIN S. HINGSTON MY COMMISSION # HH 360276 EXPIRES: February 19, 2027
(Print, Type, or Stamp Commissioned Name of Personally known OR Produced Identification Produced	cation

NUBTIN S. HINGS TON
MY COMMISSION 8 HH 360776
EXPRESS FORMAY 18, 2021

COMPOSITE EXHIBIT A



CITY OF FORT LAUDERDALE SPECIAL EVENT APPLICATION

Date Application Received 12/04/24
Staff Initials PBH

Submit COMPLETED Application, Site Plan, Site Plan Narrative & Application Fee AT LEAST 60 DAYS PRIOR TO YOUR EVENT. All sections must be completed, application signed and all pages initialed by the applicant. Incomplete applications will be returned to applicant. After you submit the application with your fee you will be contacted to meet with the Special Events team to review:

1. Facility/Location requested

- 2. Compliance with City ordinances
- 3. Special permits required
- 4. Other Charges for City Services
- 5. Security requirements
- 6. Environmental issues/effects on surrounding areas
- Maintenance of Traffic Plan

Application Fee (non-refundable)

\$200 - 90 days before event \$1,000 - 60-89 days before event

Riverwalk District Refundable Compliance/Security deposit

First/Second time event - \$1,500/day Third/Fourth time event - \$1,000/day Fifth time or more event - \$500/day

(see Part V: Riverwalk District Outdoor Events)

PART I: EVEN	T REQUEST		DE AL BUANTA	STATE OF STREET	4 A THE	e graphics		
Event Name Do	olphins Cance	er Challenge	XV				A STATE OF THE PARTY OF THE PAR	
Purpose of ever	nt (check one)	Fundraise	er Aware	eness F	Recreation	Other		
Administrative App Intermediate Event Major event (Com Legacy Events – 24 Expected max	oroval – Minor eve t (Commission app mission approval r t years in good sto imum attendo	equired) - Sustair nt with sustained proval required) - equired) - Sustair anding	attendance of Sustained attendance ned attendance his includes LL ROUTES Ex	e of 500 or less 500 or less w ndance betv e over 5,000,	vith no road cl veen 501 & 5,0 ustained att	osures, music 2000. endance	c exemption or alcohol. c exemptions or alcohol. This includes routes with Fort Lauderdale	iin
Has this event					ates, locatio	ons and at	tendance:	
2010-2024, 10	00 Riders cyc	cle through the	ne City of Fo	ort Laudei	rdale			
Detailed Descri					o T UDOU OU	THE OLTH	SE FORT LAURERDALE	
THE MIAMI DOLPH	HINS DCC RIDE I	HAS 4 CYCLING	ROUTES - 2 O	F WHICH GO	O THROUGH	THE CITY C	OF FORT LAUDERDALE.	
OUR MOST IC	CONIC 99 MIL	E COURSE	STARTS A	ND FINIS	SHES AT F	IARD RO	CK STADIUM.	
Location Hard	Rock Stadiun	Cyclist will ride	througout the C ving throughout (ty. City Districts 2	, 3, and 4. (Rou	utes attached	in Site Plan).	
Is event located	d directly on th	ne beach?	No Ye	s *\$500/day	fee including	setup and b	oreakdown days.	
Date and Time	START DATE	END DATE	START TIME	AM/PM	END TIME	AM/PM	ATTENDANCE	
SETUP	02/22/25	02/22/25	2:00	X	6:00	X	20-30 (water stations /check po	ints)
EVENT DAY(S)*	02/22/25	02/22/25	8:00	X	1:00	X	500	
BREAKDOWN	02/22/25	02/22/25	1:00	X	5:00	X	20-30 (water stations / check poi	nts)
***************************************	:- f 1f : f							

"Supply additional information if event times vary or events are on non-contiguous days:

Main set-up will be at the Stadium. Water stations and rest stops will be set-up within City of Fort

Lauderdale Early that morning. Riders will be within the City limits anytime between 8:00am - 1:00pm.

PART II: APPLICANT
Organization Name DOLPHINS CYCLING CHALLENGE, INC.
For-Profit Non-profit X Private (as registered in Sunbiz) *Submit your Sunbiz registration.
Name of Authorized Signatory Javier Sanchez PhonePhone
Federal ID # 45-4808311 Date registered 03/14/2012 State registered in FL
Address 347 DON SHULA DRIVE City, State, Zip MIAMI GARDENS, FLORIDA 3305
Email RIDEDCC@DOLPHINS.COM
Two Authorizing Officials for the Organization
Name Javier Sanchez Title Executive Director Phone
Name Marc Weinroth Secretary Phone
Event Coordinator Name Gladys Sweeney will you be on-site? Yes
Title Sr. Director, Events Phone Cell 305-450-8914
E-mail address gsweeney@dolphins.com
Additional Contact Name Will you be on-site? Yes
Title Phone Cell
E-mail address
Event Production Company *If other than applicant
Contact Name Phone Cell
E-mail address
PART III: EVENT INFORMATION
Admission/Registration No Yes How Much? \$150
Advertising/Promotion No Yes How? Web/Social/Email
Alcohol for Sale No Yes Alcohol for Free No Yes Alcohol for Free No Yes How will the beverages be controlled & served? (Draft truck, bar tender, beer tub, etc.)
*Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability Insurance 30 days before event.
Amusement Rides No Yes Bounce Houses No Yes What type of rides are you plant
Name and contact of company
of all vendors and rides prior to use. CAM #25-0055

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 ${\color{red}\mathsf{Applicant\,initials}\,\underline{\mathsf{GS}}}{\color{blue}\mathsf{Staff\,initials}\,\underline{\mathsf{PBH}}}$

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	erators No Yes What size?	
*Generators above a certain size must be p Company:	License #:	
	Phone:	
Name of electrician: Entertainment	What type of entertainment will be there? Any nota	
Fencing & Barricades No	Yes Name & contact of company:	
*Include proposed fences in your Site Plan for maximum occupancy. Fireworks & Flame Effects No	& Narrative along with egress and ingress points. An architectural d	lesign may be required
FireSpecialEvents@fortlauderdale.gov Food Vendors No Yes * State Health Department at (954) 397-9366 Rescue Department at (954) 828-5080 to en booth. If a propane tank is used for a fuel so hours cost will cost \$75 per hour. Music No Yes	Pyrotechnics displays. Contact firemarshal@fortlauderdale.aov or Yes Cooking On Site 6 must be notified 10 days prior to event. All Food Vendors must be sure compliance prior to serving food. A fire extinguisher is required burce, it must be secured on the outside of the booth. Inspections of Soundproofing equipment? Soundproofing equipment? Yes (amplified, acoustic, recorded, live, MC, DJ, etc.)	inspected by the Fire I for each food
	om (Sunday - Thursday) and 10:00pm on Friday and Saturday use: (speakers, amplifier, drums, etc)	
How close is the event to the near	MM (MM) TO A TO MICH STANK IN THE SECOND SEC	
Parking Impact No Ye	ators/promoter to reach out to businesses within proximity of the events and the set of	mes:
Road Closings No Yes a Maintenance of Traffic (MOT) Plan throug	n event will be billed to the event organizer through the Transportation is you have any parking questions 954-828-3763. List roads to be closed with dates & times of closures: the Transportation & Mobility Dept. Contact 954-828-4997 or MOT@fore a rolling impact (intersections will be closed as the venforcement. February 22, 2025 (8:00am –	*Road Closures require ortlauderdale.gov.
	Contact Phone	
		CAM #25-0055

Bridge Closings No Yes Bridgelocation(s)?	
Date(s) of Closure? Time(s) of C	llosure?
Date(s) of Closure? Time(s) of C *Events that impact Andrews Avenue and 3rd Avenue must be approved by Division. For more information call 954-577-4571. Closing a bridge requires su Closure Approval Letter with the application for each bridge affected.	y Broword County Highwoy Construction and Engineering bmitting the Unites States Coast Guard issued Bridge
*Recycling must be provided at all City events, facilities & parks, All dumpste Event volunteers will handle cleanup of e Company Name Contact	
*All grounds must be cleaned up immediately after completion of event or y re-lining all garbage receptacles. All garbage must be removed from the everecycling services.	you will be subject to lees. This includes emptying and ent site completely. You are responsible for securing
Security/Police No Yes Who is your Police cor	
Name Captain Steve Greenlaw Security companies and their plans must be approved and you may still be	Phone 954-828-5540
'Security companies and their plans must be approved and you may still be	required to hire City Police. See Part IV below.
Security Company Contact	Phone
	ch? *The Site Pion must show the locations and sizes of
Tents larger than 10×10 require a permit. Tent permits are obtained through Services Division. Contact (954) 828-6520 with any questions. A permit and I they are going to be used for coaking or if there are Tents with walls.	the Development Services Deportment (DSD) Building final inspection is required if there are multiple canopies.
Company NameContact	Phone
Toilets No Yes 'All tailets must be removed within 24 Contact the Broward County Environmental Manager at 954412-7334. Iransportation Plan No Yes 'Events larger than 5,000 people must have an approved Transportation Plan	hours. Portable Toilets are regulated by Broward County. n. If you have any questions contact 954-828-3763.
PART IV: SECURITY AND EMERGENCY SERVICES	
Your Event may require Security and Emergency Services wh your Site Plan and Narrative, MOT, transportation plan and your Special Events meeting.	ich will be determined using this application, any additional information requested during
If Fire Rescue or Police staff are scheduled for the event the Rescue staff and a minimum of three (3) hours for each Police 45 minutes to set up and 45 minutes to break down from event representative must call each department at least 2 or the organization will be charged.	olice staff will be charged, Fire Rescue also or each event. If the event is canceled then
The hourly rate and costs for services are invoiced to the E (must be paid within 30 days) except for major events where change after the meeting,	
On-site Contact Name N/A Gladys Sweeney	Phone305-450-8941
Fire Prevention and Emergency Medical Services	
Fire Rescue may need to inspect your event or provide service	ces based on your Building Permit, expected

attendance and other risk factors such as alcohol, time, day, location, event type or weather. When you complete your Building Permit Form with Development Services Department (DSD) indicate all the permits and inspections you need and immediately pay DSD directly. For questions call the Fire Marshal at (954) 828-6370. CAM #25-0055

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Applicant initials GS Staff initials PBH

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Police

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. Depending on your event it may be possible to supplement some of the City Police services with a private third-party security company if their security plan is approved by the City Police department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

If a Fort Lauderdale Police vehicle is required then a Hold-Harmless Agreement must be signed and Liability coverage of a minimum of one million dollars (\$1,000,000) must be provided.

PART V: RIVERWALK DISTRICT OUTDOOR EVENTS

Riverwalk Fort Lauderdale, Inc. oversees all outdoor events within the Riverwalk District (outlined below) held on public land, public right-of-way and at all City parks including the Riverwalk Park, Esplanade Park, Peter Feldman Park, Hardy Park, Sistrunk Park, Stranahan Park, Smoker Park and Laura Ward Plaza.

Riverwalk Event Requirements:

- 1. Refundable Security/Compliance deposit (outlined on page 1) made payable to Riverwalk Fort Lauderdale
- Site Visit
- 3. Certificate of Insurance for Riverwalk Fort Lauderdale
- 4. Riverwalk Event Checklist
- 5. Riverwalk Event Rules & Regulations
- Other documents as determined based on your application and City requirements

After your application is submitted, contact the Riverwalk Parks Operation Manager at 954-468-1541 x 205.



PART VI : APPLICANT'S ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge.

If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Manual it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable) must furnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater or two million dollars (\$2,000,000) if bounce houses are part of the event, or as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that City of Fort Lauderdale Parks and Recreation sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

I understand that the City of Fort Lauderdale Police department will determine all security requirements and that the City of Fort Lauderdale Fire Rescue department will determine all fire and Emergency Medical Services requirements.

I understand that any cancelations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that I may be required to provide a deposit based on historical performance or lack thereof.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other city representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.

Gladys Sweeney

Digitally signed by Gladys Sweeney Date: 2024.12.03 11:31:47 -05'00'

12/3/24

Event Applicants signature

Date

PART VII: SUBMISSION

Email application and plans to: <u>bhenry@fortlauderdale.gov</u>

Include theses plans with application for:

- 1. ALL events Event Site Plan & Narrative show stages, restrooms, fencing, tents etc.
- 2. Closed Roads Maintenance of Traffic Plan show barricades, directions, cones, etc.
- 3. 5000+ people Transportation Plan show transportation options for attendees.
- 4. Security needs Security Plan detail how event coordinator will manage security.
- 5. Riverwalk District Events **Refundable Security/Compliance Deposit** and other documents outlined in Part V: Riverwalk District Outdoor Events.

Mail application fee (payable to City of Fort Lauderdale) to:

Brittany Henry, Special Events Coordinator 701 S. Andrews Fort Lauderdale, FL 33316

For assistance or questions about the outdoor event process please contact 954-828-4349 or 954-828-5349.

The undersigned, on behalf of Dolphins Cycling Challege, Inc.
a FL (State corporation is registered) Non-prost (Type of entity: profit or non-profit),
("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:
1. My name is
Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.
Signature of Officer or Representative:
Office Address: 347 Don Shula Drive, Miani Garden FC 33056
Email Address: jsanchezedolphins.com
Main Phone Number: 305-943-1618 FEIN No.: 45-4808311
Wall Fiole Number. 303-4-70 10-10 FEIN No 10 40-03-1
STATE OF Florida COUNTY OF Mismi Dade
STATE OF Florida COUNTY OF Miami Dade Sworn to and subscribed before me by means of Physical presence or online notarization, this 23 day of processory and the subscribed before me by means of Physical presence or online notarization, this 23 day of processory and the subscribed before me by means of Physical presence or online notarization, this 23 day of processory and the subscribed before me by means of Physical presence or online notarization, this 23 day of processory and the subscribed before me by means of Physical presence or online notarization, this 23 day of processory and the subscribed before me by means of physical presence or online notarization, this 23 day of processory and the subscribed before me by means of physical presence or online notarization, this 23 day of processory physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 23 day of physical presence or online notarization, this 24 day of physical presence or online notarization, this 24 day of physical presence or online notarization, this 24 day of physical presence or online notarization, this 24 day of physical presence or online notarization. Solvent Physical Physic
STATE OF Florida COUNTY OF Michiel Sworn to and subscribed before me by means of physical presence or online notarization, this 23 day of convexy, 2025, by Texas Sencince (Print name of corporate officer/representative) **ROYA J GIBSON** Notary Public - State of Florida Commission & HH 523736 All Commiss

Schedule – 1 Exhibit B

Applicant:	Dolphins Cycling Challenge, Inc.
Event Name:	Dolphins Cancer Challenge XV
Date/Time:	February 22, 2025 (8:00am – 1:00pm)
Location:	Cycling throughout City Commission Districts 1, 2 and 4.
Set Up Date/Time:	February 22, 2025 (2:00am – 6:00am)
Breakdown Date/Time:	February 22, 2025 (1:00pm – 5:00pm)
Road Closing:	This will be a rolling impact. Intersections will be closed as riders approach. - February 22, 2025 (8:00am – 1:00pm)
Alcohol:	No
Amplified Music:	No
Special Permission:	No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$1000
Beach Fee:	No

Exhibit C

Dolphins Cancer
Challenge XV



CAM #25-0055 Exhibit 1 Page 21 of 23 1/7/25, 2:18 PM

EXHIBIT D Dolphins ChallengsCancer XV

strava.com/routes/3234906174549447500/cue_sheet

STRAVA

DCC 54 MILE

https://www.strava.com/routes/3234906174549447500

52.1 mi

329 ft

3:28:29 Est. Moving Time





Route recommendations may be incomplete and/or inaccurate and may contain sections of private land and/or sections of terrain that could be challenging or hazardous. Aways use your best judgement about the safety of road and trail conditions and follow traffic and property laws.

DIRECTION	DISTANCE
Proceed onto off-road waypoint. No data available	0.0 mi
Right onto Northwest 27th Avenue	0.5 mi
Continue on South University Drive	1.3 mi
Right onto Miramar Parkway	2.0 mi
Continue on West Hallandale Beach Boulevard	4.5 mi
Proceed onto off-road waypoint. No data available	5.6 mi
Continue on East Hallandale Beach Boulevard	8.1 mi
Left onto South Ocean Drive	10.0 mi

DIRECTION	DISTANCE
Continue on North Ocean Drive	11.8 mi
Continue on FL A1A	14.6 mi
Right onto East Dania Beach Boulevard	14.7 mi
Continue on US 1	17.1 mi
Right onto Northeast 10th Street	17.4 mi
Continue on Northeast 7th Avenue	18.1 mi
Left onto Eller Drive	19.4 mi
Right onto Southeast 6th Avenue	19.9 mi
Continue on South Andrews Avenue	20.0 mi
Right onto Southeast 17th Street	21.2 mi
Continue on Seabreeze Boulevard	23.1 m
Continue on South Atlantic Boulevard	24.1 mi
Continue on North Fort Lauderdale Beach Boulevard	24.8 m
Proceed onto off-road waypoint. No data available	25.8 m
Left onto East Sunrise Boulevard	25.9 m
Proceed onto off-road waypoint. No data available	26.0 m
Continue on North Birch Road	28.2 m
Left onto East Sunrise Boulevard	28.2 m
Proceed onto off-road waypoint. No data available	28.4 m
Right onto North Fort Lauderdale Beach Boulevard	28.4 m
Left onto Terramar Street	28.9 m
Right onto North Fort Lauderdale Beach Boulevard	28.9 m
Right onto Riomar Street	29.0 mi

DIRECTION	
Left onto North Fort Lauderdale Bea Boulevard	С
Continue on North Seabreeze Boulevard	
Continue on South Seabreeze Boulevard	
Proceed onto off-road waypoint. No data available	
Right onto Las Olas Way	
Left onto East Las Olas Boulevard	
Right onto Southwest 6th Street	
Left onto Southwest 4th Avenue	
Proceed onto off-road waypoint. No data available	
Right onto Southwest 4th Avenue	
Right onto Southwest 20th Street	
Left onto Southwest 15th Avenue	
Right onto Marina Boulevard	
Proceed onto off-road waypoint. No data available	
Continue on Marina Mile Boulevard	
Continue on Marina Boulevard	
Continue on Marina Mile Boulevard	
Proceed onto off-road waypoint. No data available	
Right onto Marina Mile Boulevard	
Continue on FL 84	
Left onto Davie Road	
Proceed onto off-road waypoint. No data available	
Right onto College Avenue CAM #25-0055	
Exhibit 1	
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https://www.strava.com/routes/3234906174549447500/cue_sheet

strava.com/routes/3234907799464750482/cue_sheet

STRAVA

DCC 99 MILE

https://www.strava.com/routes/3234907799464750482

99.0 mi

651 ft

6:35:47





sections of private land and/or sections of terrain that could be challenging or hazardous. Always use your best judgement about the safety of road and trail conditions and follow traffic and property laws.

DIRECTION	DISTANCE
Proceed onto off-road waypoint. No data available	0.0 mi
Left onto Northwest 27th Avenue	0.9 mi
Right onto Northwest 199th Street	0.9 mi
Left onto Northwest 191st Street	3.4 mi
Right onto Northwest 37th Avenue	4.4 mi
Continue on Northwest 42nd Avenue- 37th Avenue Connector	6.5 mi
Continue on East 8th Avenue	9.3 mi
Right onto East 49th Street	10.1 mi

	DISTANCE
Proceed onto off-road waypoint. No data available	10.5 m
Continue on East 49th Street	10.5 m
Left onto East 4th Avenue	10.6 m
Right onto East 4th Avenue	12.4 m
Continue on Southeast 4th Avenue	13.6 m
Continue on East Drive	14.0 m
Left onto Northwest 36th Street	14.7 m
Continue on Southwest 12th Avenue	20.7 m
Right onto Southwest 3rd Avenue	22.2 m
Continue on Southwest 16th Avenue	22.7 m
Right onto Southwest 1st Avenue	22.7 m
Left onto Southwest 17th Avenue	22.8 m
Right onto Tigertail Avenue	23.1 m
Left onto Aviation Avenue	24.1 m
Right onto South Bayshore Drive	24.3 m
Left onto Pan American Drive	24.5 m
Proceed onto off-road waypoint. No data available	24.6 m
Left onto Pan American Drive	24.7 m
Right onto South Bayshore Drive	24.8 m
Continue on South Miami Avenue	26.1 m
Continue on Brickell Avenue	27.2 m
Continue on Brickell Avenue Bridge	29.0 m
Continue on Southeast 2nd Avenue	29.1 m

DIRECTION
Continue on Southeast 4th Street
Continue on Biscayne Boulevard
Right onto Northeast 36th Street
Proceed onto off-road waypoint. No data available
Continue on I 195 - Julia Tuttle Causeway
Continue on 41st Street
Left onto Indian Creek Drive
Continue on Collins Avenue
Continue on Haulover Marina 10800 Collins Avenue Miami Beach, FL
Continue on Collins Avenue
Proceed onto off-road waypoint. No data available
Right onto Collins Avenue
Continue on Ocean Boulevard
Continue on South Ocean Drive
Continue on North Ocean Drive
Continue on FL A1A
Right onto East Dania Beach Boulevard
Continue on US 1
Right onto Northeast 10th Street
Continue on Northeast 7th Avenue
Left onto Eller Drive

Right onto Southeast 6th Avenue