

**CITY OF FORT LAUDERDALE**

**TEMPORARY BEACH LICENSE**

**AND**

**OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

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

and

AIDS HEALTHCARE FOUNDATION DISEASE MANAGEMENT OF FLORIDA, INC., a Florida not for profit corporation, whose principal place of business is 700 SE Third Avenue, 4<sup>th</sup> Floor, Fort Lauderdale, Florida 33316 and who is referred to hereinafter as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event at Fort Lauderdale Beach Park and Parking Lot, Fort Lauderdale, Florida and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to 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 December 3, 2019, by Motion, the City Commission of the City of Fort Lauderdale authorized the City Manager to execute this Temporary Beach License and Outdoor Event Agreement (hereinafter "Agreement").

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

The foregoing recitals are true and correct, and:

**1. Effective Date.**

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 "FLORIDA AIDS WALK & MUSIC FESTIVAL " (referred to hereinafter as the "Event") outdoors only at the location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One ("Exhibit 1") and Outdoor Event Site Plan ("Exhibit 2"), which are attached hereto and made a part hereof.

## **3. Temporary Beach License General Terms**

- (1) Pursuant to Section 8-55, City of Fort Lauderdale Code of Ordinances, the City shall grant a Temporary Beach License at such times and in such areas described herein.
- (2) Pursuant to Section 8-54, City of Fort Lauderdale Code of Ordinances, Applicant shall be permitted to sell food, non-alcoholic beverages and Event merchandise at such times and in such areas described herein.
- (3) The Applicant agrees to pay \$500.00 for each event use of the beach.

## **4. 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 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 who will 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. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable state, county and City health code requirements.
- (5) 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.
- (6) 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.

- (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'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.
- (8) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.
- (9) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (10) In advance of the Event the Applicant shall submit a written plan to the City Manager 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 or his designee has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (11) The sale, possession, or consumption of any alcoholic beverage is prohibited while on or within any public place, or while on or within any vehicle located in a public place, which public place is located within the beach area as defined in Section 5-3 of the Code of Ordinances of the City of Fort Lauderdale, Florida except as authorized as a City-approved special event.

- (12) If the event includes the sale, possession, or consumption of alcohol within the beach area, the Applicant shall submit:
- (1) a written plan designating the event dates and hours for sale of alcoholic beverages, and
  - (2) a written plan for enclosing, restricting or controlling access to the special event area, which must be approved by the police, City Manager or his designee and any other governmental agency that may have jurisdiction;

**5. 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 Director of the City's City Manager's Office. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**6. Reimbursement of expenses.**

Applicant shall reimburse the City for all expenses, including but not limited to, police, fire/EMS, parking, parks and recreation and sanitation services. Should the City incur expenses as a result of the Event the City shall provide the Applicant with an invoice of all expenses. Within fourteen (14) days 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 Director of the City's City Manager's Office. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**7. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Applicant and Applicant's subcontractors that are related to this Agreement. Applicant shall keep and Applicant shall cause Applicant's subcontractors to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Applicant and Applicant's subcontractors 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, Applicant or Applicant's

subcontractors, as applicable, shall make same available at no cost to the City.

Applicant and Applicant's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida all financial records, supporting documents, statistical reports, and any other documents pertinent to this Agreement for the required retention period prescribed by Florida law.

**8. Authority of the City of Fort Lauderdale City Manager.**

The City of Fort Lauderdale City Manager and his designee, the Director of the City of Fort Lauderdale City Manager's Office(referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director 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 and to suspend or terminate the event or any portion of it if any of the elements of the agreement are violated.

**9. 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

**10. 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.

**11. Venue.**

Venue to enforce the provisions of this agreement shall be Broward County, Florida.

**12. Incorporation.**

This Temporary Beach License and Outdoor Event Agreement, together with the attached Schedule One and Outdoor Event Site Plan 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the day and year first written above.

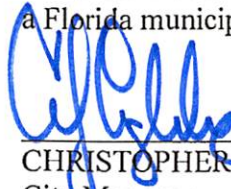
CITY

ATTEST:



JEFFREY A. MODARELLI  
City Clerk

CITY OF FORT LAUDERDALE,  
a Florida municipal corporation.



CHRISTOPHER J. LAGERBLOOM  
City Manager

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



TANIA MARIE AMAR  
Assistant City Attorney

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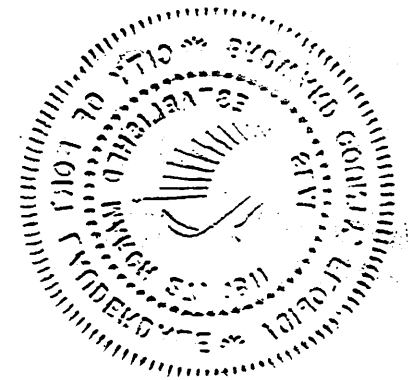
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SPONSOR/APPLICANT

AIDS HEALTHCARE FOUNDATION DISEASE  
MANAGEMENT OF FLORIDA, INC., a Florida  
not for profit corporation.

By:   
Michael Weinstein, President

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2019 by MICHAEL WEINSTEIN as PRESIDENT, of AIDS HEALTHCARE FOUNDATION DISEASE  
MANAGEMENT OF FLORIDA, INC., a Florida not for profit corporation, who is  personally known  
to me or has  produced \_\_\_\_\_ as identification.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

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

*(Please see attached)*



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

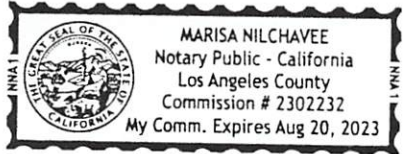
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }  
On November 26, 2019 before me, Marisa Nilchayee  
Date Here Insert Name and Title of the Officer  
personally appeared Michael Weinstein  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Marisa Nilchayee  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

1L

Today's Date: 12/9/2019

DOCUMENT TITLE: Florida AIDS Walk & Music Festival

COMM. MTG. DATE: 12/9/2019 CAM #: 19-1133 ITEM #: M-2 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: E.Keiper/ 6088 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 12/10/19 Tania Marie Amar Attorney's Name Initials [Signature]

2) City Clerk's Office: # of originals: 1 Routed to: MJ Matthews/CMO/x5364 Date: 12/10/19

3) City Manager's Office: CMO LOG #: Dec.32 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM  ROBERT HERNANDEZ   
CHRIS LAGERBLOOM as CRA Executive Director

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

PER ACM: R. HERNANDEZ (Initial/Date)

PENDING APPROVAL (See comments below)

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

Forward 1 originals to  Mayor  CCO Date: 12/11/19

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

5) City Clerk: Forward \_\_\_ originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

6) CAO forwards 12-13-19 originals to CCO

7) City Clerk: Scan original and forwards 1 originals to: Barbara Smith (Name/Dept/Ext)

Attach \_\_\_ certified Reso # \_\_\_  YES  NO

Original Route form to CAO/Dept. Parks & Rec/6075