

1 of 100
agreements 5 ✓ 12/4/15 (D)

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Event Agreements: CORAL RIDGE ASSOCIATION HOLIDAY PARTY, STAND UP FOR SUSTAINABILITY, ALL SAINTS BOAT PARADE FESTIVAL, RIO VISTA HOLIDAY PARTY, CHURCH BY THE GLADES: CHRISTMAS AT THE PARK.

CAM: 15-1394

CM-1

CCM: 11/17/2015

Routing Origin: ☒ CAO

Also attached: ☒ copy of CAM

☒ Original Documents

City Attorney's Office: Approved as to Form 1 Originals and Delivered to City Manager

Assistant City Attorney: CJC

W

Dade Records

CIP FUNDED ☐ YES ☒ NO

Capital Investment / Community Improvement Projects

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, 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, real.

2) City Manager: Please sign as indicated and forward 1 original to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) City Clerk: Retains one original and forwards the Original Route form to Jeff Meehan 6075

☒ Original Route form to Sarah Casperson, ext. 5001

CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT

CITY OF FORT LAUDERDALE
2015 NOV 18 AM 9:20

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

PATRICK FERGUSON, individually, whose mailing address is 4550 West Tradewinds Avenue, Lauderdale by the Sea, Florida 33308 and who is referred to hereinafter as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event 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 November 11, 2015, 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:

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 "Stand for Sustainability" to hereinafter as the "Event") outdoors only at the location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One, which is attached hereto and made a part hereof.

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 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) 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, 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) 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) 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.
- (10) 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.
- (11) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department 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's Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

4. Outdoor Event Site.

The City does not warranty that the event site will be available during the approval 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.

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 Parks and Recreation Department. 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.

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 Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

7. 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 Parks and Recreation Department (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, suspend, modify or terminate the event or any portion upon his written determination or in the event any of the elements of the agreement are violated.

8. 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.

9. 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 Article 768.28, Florida Statutes.

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 Outdoor Event Agreement, together with the attached Schedule One, constitutes 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.

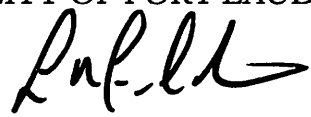
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:



JEFFREY A. MODARELLI
City Clerk

CITY OF FORT LAUDERDALE



LEE R. FELDMAN, City Manager

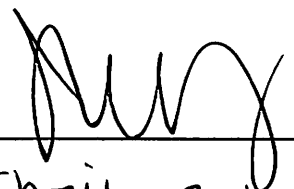
Approved as to form:



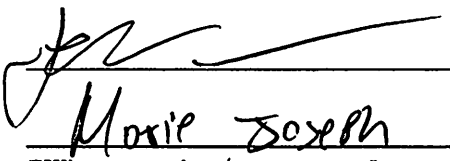
COLE J. COPERTINO
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:



Sheila Zilnoch
[Witness print/type name]



Marie Joseph
[Witness print/type name]

PATRICK FERGUSON, the event coordinator.



PATRICK FERGUSON

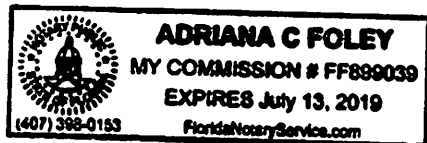
ATTEST:

Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 16 day of
November, 2015, by PATRICK FERGUSON, as event coordinator of STAND
FOR SUSTAINABILITY, who is ☒ personally known to me or ☐ has produced
_____ as identification.

(SEAL)



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

Adriana C. Foley
Name of Notary Typed, Printed or Stamped

My Commission Expires: July 13, 2019

Commission Number: FF899039



CITY OF FORT LAUDERDALE SPECIAL EVENT APPLICATION

Submit a **COMPLETED APPLICATION**, SITE PLAN and SITE PLAN NARRATIVE by email **60 days** before your planned event. Events Planned for July or August must be submitted by **May 1st**.

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

Fee must accompany application

At least 60 days prior to event
\$200.00

59 to 30 days prior to event
\$400.00

Less than 30 days prior to event
**Denied unless approved by City
Manager or designee**

PART I: EVENT REQUEST

Event Name Stand for Sustainability

Purpose of event (check one): ☐ Fundraiser ☐ Awareness ☐ Recreation ☐ Other _____

Expected maximum attendance _____ Expected sustained attendance _____

Has this event been held in the past? ☐ Yes ☒ No

If yes, please list past dates, locations and attendance 250

Detailed Description (Activities, Vendors, Entertainment, etc.)

A brief march up riverwalk which will finish with a rally at Esplanade Park. The rally will include networking tents for participating organizations (T.B.A.) There will also be guest speakers (T.B.A.)

Location Riverwalk/Esplanade Park

Date and Time	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>November 29</u>		<u>9 A.M.</u>	<u>11: A.M.</u>	<u>AM/PM</u>
	<u>AM/PM</u>				
EVENT DAY 1:	<u>November 29</u>		<u>11 A.M</u>	<u>2 P.M</u>	<u>AM/PM</u>
	<u>AM/PM</u>				
EVENT DAY 2:			<u>AM/PM</u>	<u>AM/PM</u>	
EVENT DAY 3:			<u>AM/PM</u>	<u>AM/PM</u>	
	<u>T.B.A.</u>				
BREAKDOWN:	<u>November 29</u>		<u>9 A.M.</u>	<u>2 P.M.</u>	<u>AM/PM</u>
	<u>AM/PM</u>				

*Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability Insurance 30 days before event.

Amusement Rides

☐ Yes ☒ No *n/a*

If yes, name and contact of company: _____

What type of rides are you planning? _____

*Florida Bureau of Fair Rides, Ron Jacobs (850) 921-1530 must be contacted 30 days before the event to schedule inspections and final approval of all vendors and rides prior to use.

Electricity

☒ Yes ☐ No

* Events requiring electricity must be permitted. eventpower@fortlauderdale.gov

Company: _____ License #: _____

Name of electrician: _____ Phone: _____

Entertainment

☐ Yes ☒ No

If yes, what type of entertainment will be there? Any notable performers?

Fencing or Barricades

☐ Yes ☒ No

* Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects

☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

*A permit and Fire Watch is required for all pyrotechnics displays. firemarshal@fortlauderdale.gov

Food Vendors

☐ Yes ☒ No

* State Health Dept. John Litscher at (954) 632-8094 must be notified 10 days prior to event. All Food Vendors must be inspected by the Fire Rescue Department, Capt. Bruce Strandhagen at (954) 828-5080 to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. Inspections during non-working hours cost will cost \$75 per hour.

Music

☒ Yes ☐ No

If yes, what music format(s) will be used? (amplified, acoustic, recorded, live, MC, DJ, etc):

List the type of equipment you will use (speakers, amplifier, drums, etc):

speakers

Days and times music will be played: *Sunday, November 29, 2015 (11:00am - 2:00pm)*

How close is the event to the nearest residence? _____

Soundproofing equipment? ☐ Yes ☒ No

Parking Impact

☐ Yes ☒ No

*All Parking Spaces that are impacted by an event will be billed to the event organizer through the Transportation & Mobility Dept. and must be paid in full before the event. eventtam@fortlauderdale.gov

Road Closings

☐ Yes ☒ No

City Police department. If you want to use a private security company you or the security company must present the proposed security plan along with the businesses business license and contact information with the events application. The Police will review the plan and let you know if it will meet 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 must be provided.

Security Plan ☐ Yes ☐ No

Security Company ☐ Yes ☐ No

Name _____ Contact _____ Phone _____

PART V: 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 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 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 30 days in advance of the event.

I understand that a City of Fort Lauderdale Parks and Recreation sponsored activity has 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 Emergency Medical Services is required by City Ordinance to be onsite during all special events.

Any cancellations need to be made by phone to each department representative providing services at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that the City has a noise ordinance. 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. 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.

Patrick Ferguson

Stand for Sustainability Event Organizer

Name of applicant

Title

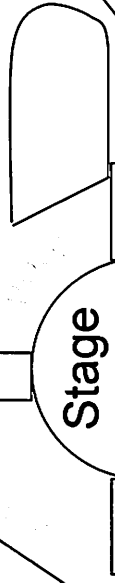
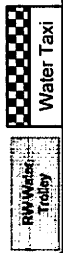
October 28, 2015

Date

Email completed application at least 60 days ahead of your planned event to:

Waterway

Riverwalk

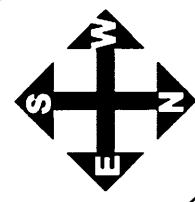
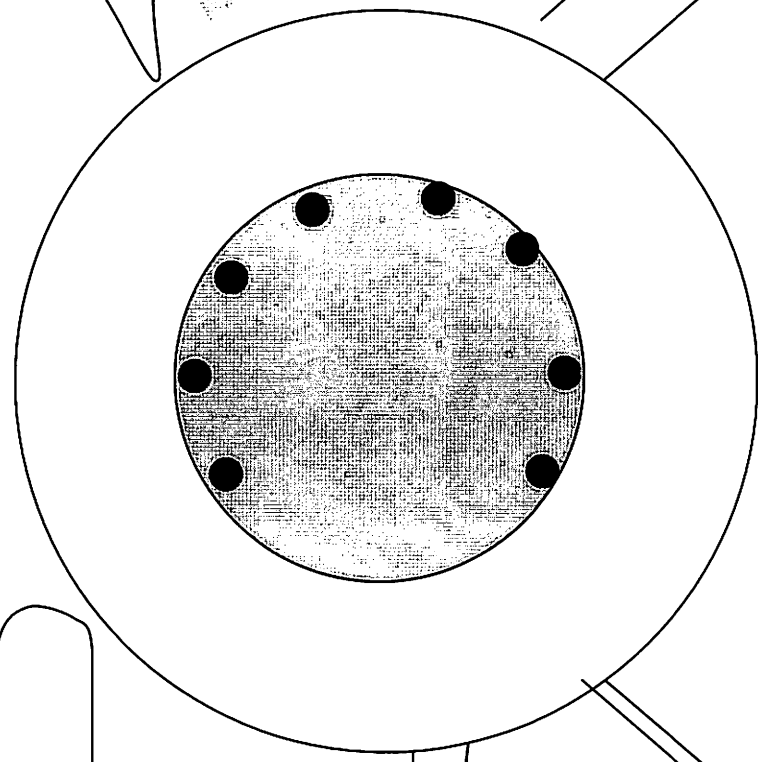


RAMP

RAMP



Sidewalk



Esplanade

Bicycles

Sidewalk

PARKING---PARKING---PARKING---PARKING---PARKING---PARKING

SW 2ND Street

PARKING---PARKING---PARKING---PARKING---PARKING---PARKING

Sidewalk

SCHEDULE ONE

- 1 Name of Applicant: Patrick Ferguson (Individual)
- 2 Name of Outdoor Event: Stand for Sustainability
- 3 Date of Setup: Sunday, November 29, 2015
- 4 Time of Setup: 9:00am
- 5 Date of Event: Sunday, November 29, 2015
- 6 Time of Event: 11:00am- 2:00pm
- 7 Date of Breakdown: Sunday, November 29, 2015
- 8 Time of Breakdown: 2:00pm
- 9 Event Location: Esplanade Park- 401 SW 2nd Street
- 10 Road Closings: No
- 11 Alcohol: No

Memorandum

To: Cynthia A. Everett, City Attorney

From: Jeff Meehan, Outdoor Event Coordinator

Date: November 3, 2015

Re: Request for Event Agreement

Stand for Sustainability Please ask your staff to prepare an event agreement for the above named event. Attached to this memo is the application, proof of corporate identification and Schedule 1, which should be attached to the agreement as an exhibit. In addition, the following City Departments have reviewed and approved the plans:

DP 1542 City Police Department has reviewed the application and requires does not require the applicant to pay for security personnel for crowd control and traffic direction purposes.

CFD City Fire Department has reviewed the application and approved the proposed safety and staffing plan (contingent upon compliance with the Florida Fire Prevention Code and passing any required inspections). *pending Risk Management Approval*

JRM City Risk Manager has reviewed and approved the Certificate of Insurance.
___ comprehensive general liability insurance, one million dollars (\$1,000,000).

JRM ___ liquor liability insurance, five hundred thousand dollars (\$500,000).
City Building Department has reviewed and approved the proposed use of temporary structures and electrical facilities.

JRM. City Parks and Recreation Department has reviewed and approved the proposed set-up, clean-up plan.

GP Other City Department: parking has reviewed and approved the proposed plan.

Please contact me at (954) 828-6075 if you have any questions. Thank you.

Sarah Casperson

From: Jeff Meehan
Sent: Wednesday, November 04, 2015 1:02 PM
To: Carolyn Bean (Smith)
Cc: Sarah Casperson
Subject: Stand up Sustainability- for 11/17 cc meeting.
Attachments: Stand for Substainability app fee.pdf; SCHEDULE 1.xls; Stand for Substainability app.pdf; Stand for Substainability memo doc.pdf

Carolyn-

Info for Stand for Sustainability. He is sending me his site plan.

Sarah-

This needs to be an individual event agreement for Patrick Ferguson.

Let me know if you have any questions. Thanks.

