

DOCUMENT ROUTING FORM

(2) ✓ 3/31/14 (L)

NAME OF DOCUMENT: Motion to Approve an Agreement with AIHS Healthcare Foundation, Inc

Approved Comm. Mtg. on February 18, 2014 CAM# 14-0095

ITEM: M - 2 PH - O - ~~G~~ R

Routing Origin: CAO ENG. COMM. DEV. OTHER

Also attached: copy of CAR copy of document ACM Form # _____ origin

By: _____ forwarded to: _____

Initials

1.) Approved as to Content: [Signature]
Department Director

Capital Improvements 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, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by _____ Date: _____
Finance Director

Amount Required by Contract/Agreement \$ _____ Dept./Div. _____

FUNDING SOURCE: Index/Sub-object _____ Project # _____

3.) City Attorney's Office: Approved as to Form # _____ Originals to City Mgr. By: _____

Cynthia Everett _____ Cole Copertino X Robert E. Dunckel _____
Ginger Wald _____ D'Wayne Spence _____ Paul G. Bangel _____
_____ DJ Williams-Persad _____

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torrierre, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # _____ originals to Mayor.

6.) Mayor: Please sign as indicated and forward # _____ originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains original document and forwards 1 original documents to Carolyn Bean
 Copy of document to Carla Foster, CAO Original Route form to Carla Foster, CAO
 Attach _____ certified copies of Reso. # _____ Fill-in date

2014 MAR 24 PM 2:49
CITY MANAGER

2014 MAR 25 AM 11:14
CITY CLERK

2014 MAR 17 PM 12:51
CITY CLERK'S OFFICE

3/26

2014 FLORIDA AIDS WALK & MUSIC FESTIVAL

THIS IS AN AGREEMENT, entered into on March 26, 2014, between:

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

and

AIDS HEALTHCARE FOUNDATION, INC., a ^{not for} profit corporation operating under the laws of
Florida, whose principal place of business is 110 SE 6th Street, Suite 1960, Fort Lauderdale, Florida
33301 and who is referred to hereinafter as "Applicant" or "Sponsor".

WHEREAS, subject to the terms hereof, Applicant has requested approval from the City to conduct the "2014 FLORIDA AIDS WALK & MUSIC FESTIVAL", or other title as agreed to by the parties herein, which includes a walk and music festival featuring multiple artists, including, without limitation, entertainment, exhibits, souvenir sales and concessions collectively hereinafter referred to as the "Event."

In accordance with the terms hereof, Applicant shall provide the required certificates of insurance and agrees to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that occurs as a sole and direct result of the actions or inactions of Applicant in connection with and/or as a result of the operation of said Event; and

WHEREAS, pursuant to City's Code of Ordinances, in order to conduct such Event, Applicant and City wish to enter into this Agreement; and

WHEREAS, on February 18, 2014, the City Commission by motion authorized the proper City officials to execute this Agreement with AIDS HEALTHCARE FOUNDATION, INC., for the 2014 FLORIDA AIDS WALK & MUSIC FESTIVAL;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. RECITALS AND EXHIBITS INCORPORATED. The foregoing recitals are true and correct as are the Exhibits attached hereto and incorporated herein by this reference.

2. DEFINITIONS. For the purposes of this Agreement and the various covenants, conditions, terms and provisions that follow, the Definitions set forth below are assumed to be true and correct and are therefore agreed upon by the parties:

a. "Agreement" means this Agreement between the City and Applicant, including all of the attached and/or referenced Exhibits, as the same may be amended in writing from time to time, with an original on file with the City Clerk.

b. "Applicant" means AIDS HEALTHCARE FOUNDATION, INC., a foreign profit corporation operating under the laws of Florida.

c. "City" means the City of Fort Lauderdale, Florida, a municipal corporation of the State of Florida, of which the City Commission is its governing body.

d. "Contract Administrators" means the City of Fort Lauderdale's City Manager for the City or his/her designee and the President of AIDS HEALTHCARE FOUNDATION, INC. or his/her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrators. The Contract Administrators may not make any change to this Agreement without the approval and formal amendment to this Agreement in writing by City and Applicant.

e. "City Manager" means the City of Fort Lauderdale's City Manager or his or her designee.

f. "Event Impact Areas" means the areas outside the Event Site that are directly impacted by the Event and because of the impact to these areas, mitigating services are provided at the sole cost of the Applicant including, without limitation, police services, emergency medical services, traffic control, crowd control and trash removal. The Event Impact Areas shall be determined by the City in consultation with Applicant and may change over time as the attendance at the event or the use of mass transit service changes. In the event of a disagreement between Applicant and the City regarding the Event Impact Areas, the City Manager's decision shall be final as to the determined Event Impact Areas.

g. "Event Period" means the time periods as follows and as more fully described in Exhibit "A":

Set Up: Friday, March 28, 2014 8:30 am – 5:00pm & Saturday, March 29, 2014 7:00am to 7:00 pm.

Event: Sunday, March 30, 2014- 8:30am - 5:00pm

Tear Down of Event: Monday, March 31, 2014 - 8:30am -5:00pm

The term "Breakdown" shall mean the use of heavy equipment, machinery or vehicles which use backup alarms in the deconstruction of the event structures in a manner that may produce noise or otherwise disturb area residents. The term Breakdown shall not include the cleanup or wind-down of event operations in a manner that does not involve heavy equipment and machinery. The Event Period may be revised upon the mutual consent of the City Manager and the Applicant.

h. "Event Site" means collectively the area used to hold the Event as more specifically described in Exhibit "B."

i. "Maintenance of Traffic Plan" shall have the meaning given to such term in Section 5 of the Agreement.

j. "Public Safety Plan" shall have the meaning given to such term in Section 5.

k. "Repair" shall mean any work (including all third party labor, supplies, materials and equipment) reasonably necessary to repair, restore, or replace any equipment, building, structure or any other component of the Event Site, if such work is solely necessitated by any damage or destruction, including any damage or destruction resulting from the acts or omissions of other parties, including licensees or invitees of the Applicant, related to the Event. Repairs shall also include work necessitated by damage or destruction caused by the negligence of the Applicant and/or their agents, employees, contractors or subcontractors.

l. "Site Plan" shall have the meaning given to such term in Section 7.

m. "Term" shall have the meaning given to such term in Section 4.

3. PERMISSION TO USE. Subject to the terms hereof, Applicant is hereby authorized and entitled to use the portions of the Event Site owned by the City during the Event Period in order to conduct the Event. It is the responsibility of the Applicant to obtain permission from the owner of the portions of the properties described in the Site Plan not owned by the City. The right to use the Event Site does not imply that the Applicant is automatically allowed to close the streets and transportation corridors that are defined as part of the Event Site. Other City properties, if appropriate and mutually agreed upon in writing by the City and Applicant, may also be used for the Event. Upon request, the City Manager or his designee shall have the right to approve or deny the use of promotional materials and advertising for the Event, which approval shall not be unreasonably withheld. If, upon review, the City Manager or designee denies the use of certain promotional materials, the City shall identify with specificity the basis for such denial and the Applicant shall use best efforts to remove the specifically restricted materials from future publication. All alcohol sales during the Event shall be governed in accordance with all applicable Florida Statutes and sections of the City of Fort Lauderdale Code of Ordinances.

4. TERM. The Term of this Agreement shall commence upon execution of this Agreement and expire upon all obligations being completed by the Applicant as described herein.

5. PUBLIC SAFETY PLAN FOR THE EVENT. Because of the physical size of the Event and the number of people that may attend, City shall arrange for all necessary personnel to provide public safety at the Event Site and Event Impact Areas. The parties will consult with each other in regard to the levels of security including the scaling down of such services for the set up and tear down of the Event. City reserves the right to require, in good faith, that additional services be provided, at the sole cost to Applicant, to

ensure the appropriate level of public safety. These services shall include, without limitation, crowd control, traffic management, fire rescue, ocean rescue, emergency medical services, and police services. Applicant is required to provide signage, traffic barricades, and cones to facilitate public safety and will set up and remove at no cost to the City.

a. The Applicant shall provide a Public Safety Plan to City no later than thirty (30) days prior to the date of the Event, and the Public Safety Plan shall be incorporated into this Agreement and marked as Exhibit "C". This plan shall include, but not be limited to, the Applicant's planned actions to respond to and mitigate various potential criminal and/or emergency incidents which may occur during the Event. After receiving the final private security and Event Public Safety Plan from the Applicant, the City shall work with the Applicant in order to properly determine the number of personnel necessary to effectively and efficiently carry out the Public Safety Plan. City shall develop an anticipated budget for the Public Safety Plan and other City services, and provide the anticipated budget to the Applicant not more than twenty-one (21) days following receipt of the Public Safety Plan. In the event of a disagreement between Applicant and the City regarding the number of personnel required for the Public Safety Plan and the anticipated budget of the Public Safety Plan, the City Manager shall seek to resolve such disagreement by taking into account the best interest of the public's safety and the reasonable cost for implementing the Public Safety Plan. The City Manager's decision shall be final as to the appropriate level of staffing for the Public Safety Plan and the anticipated budget for the Public Safety Plan. City agrees to include in its anticipated budget to the Applicant the number of proposed on-site City personnel that will be assigned during the Event as allowed by Florida Statute.

The parties will act in good faith to keep the other party notified of the latest information and any new developments or incidents that might cause additional public safety personnel to be deployed to the Event. Both parties agree that an essential element of the Event Public Safety Plan includes a procedure, mutually agreed upon in advance, the Applicant must follow during the Event to record the number of participants within the Event Site at any given time. Participant numbers must be real time and verifiable by City public safety personnel. In the event the primary participant count process fails during the Event, the Applicant must have a contingency process in place and readily available for activation to assure accurate continuation of participant counts. This contingency procedure along with the initial participant verification procedure shall be included and approved by the City in advance and as part of the Public Safety Plan. The Contract Administrator or City police/fire personnel shall have the right to request participant numbers from the Applicant at any time throughout the course of the Event.

b. Not less than thirty (30) days prior to the date of the Event, Applicant shall provide to the City a MOT Plan, incorporated into this Agreement and marked as Exhibit "D," containing a construction and automotive and pedestrian traffic flow schedule detailing the opening and closing times for all streets, lanes,

pedestrian walkways and/or traffic corridors and outlining the use of any and all variable message signs for the City's review and approval. No additional street, lane or traffic corridor closures will be permitted unless included in the MOT Plan and approved by the City. Applicant agrees to provide the City with emergency access to all areas included in the Event Site to ensure the safety and welfare of the community.

c. The cost for any additional services or expansion of services requested by Applicant, in writing, shall be an expense to Applicant and City shall be paid for all costs and expenses in association with any such additional or expansion of services provided to Applicant. Expansion of services means enhancements of activities, any changes in the type of activities provided or changes in parameters of Event or the Event Site, caused by or requested by Applicant, including physical location and boundaries that result in an increase in the City's cost to provide all necessary services.

d. Should Applicant request non-critical public safety services, such as a police escort, or if such services are beyond the City's ability to provide, Applicant may make such arrangements and coordinate these services with the City. The cost for these additional services shall be an expense to Applicant, and all such costs and expenses shall be paid to City within the time frame as set forth in Section 21, Reimbursement of Costs and Expenses.

e. In the event of an emergency or disaster during the Event, at the Event site or as a direct result from the Event activities, that requires public safety resources beyond the original Public Safety Plan, it shall be the responsibility of the Applicant to reimburse the City's reasonable additional cost to respond to such emergency or disaster that the City would not have otherwise incurred had such Event not been taking place. This section shall not apply to any natural disaster, act of terrorism, or act of God that may occur at the Event Site during the Event including, without limitation, a hurricane, lightning strike, tornado or any other such causes whatsoever beyond the control of the parties and unrelated to the Event.

f. Applicant acknowledges that traffic control plans shall accommodate the ingress and egress to residences during the course of the Event.

6. **STREET CLOSINGS:** City reserves the right to approve all street closings, including those streets and transportation corridors that are defined as part of the Event Site, in association with the Event and any requests for street closings should be included with the MOT Plan that is submitted by Applicant. Applicant agrees to coordinate and make the appropriate arrangements with any merchants or residents affected by any street closures to ensure they are provided sufficient and reasonable access to their businesses and residences.

7. **SITE PLAN:** Not less than thirty (30) days prior to the date of the Event, Applicant shall provide to the City the following:

a. For the Event Site and Event Impact Areas, a detailed Site Plan for the Event showing locations that will be designated for Applicant's exclusive use, detailing the locations of any tents, sanitary facilities, parking, stages, booths, concessions, alcoholic beverage service areas, etc. and the boundary lines of any fences, barriers etc. to be constructed at the Event Site, and the times when such borders, fences and/or facilities will be constructed, operated and dismantled. Such Site Plan shall be subject to the review and approval by the appropriate City departments, such approval not to be unreasonably withheld or delayed. Any additional changes made to the Site Plan by Applicant, after reviewed by the appropriate City departments, must be approved by the City, which such approval will not be unreasonably withheld or delayed. A final inspection will be conducted by the City immediately prior to the Event to ensure that the location of all tents, booths, sanitary facilities, stages, etc. are in accordance with the City approved site plan and code regulations. The Site Plan shall be incorporated into this Agreement and marked as Exhibit "E."

b. A description of all activities and events to occur at the Event Site and Event Impact Areas including permissible activities and any maintenance of the waterline fence, barrier and/or borders during the Event.

c. The cellular and business phone numbers of the individuals in charge of the various aspects of the Event.

d. Copies of all appropriate permits and licenses required by the City's Sustainable Development Department and Fire Department. These permits include, but are not limited to, permits necessary for tents, merchandise, food and beverage vendors and electrical connections.

8. NON-PUBLIC SAFETY SERVICES: City shall provide, as necessary, oversight, coordination and direction, but not supervision, of Applicant's employees or contractors related to Event transportation, setup, storage, maintenance, Repair or replacement of property, cleanup and breakdown of Event Site including removal of barricades and safety cones.

9. MAINTENANCE OF EVENT SITE AND EVENT IMPACT AREAS:

a. Applicant shall be responsible for and shall provide sufficient temporary public sanitary facilities as to meet the requirements established by the building and zoning department. Applicant shall provide daily service of the facilities at all times during the Event Period. The cost of such temporary public sanitary facilities shall be an expense to Applicant and all costs and expenses for facilities furnished by the City to Applicant shall be paid to City within the time frame as set forth in Section 21, Reimbursement of Cost and Expenses.

b. Applicant shall be responsible for all cleanup costs and expenses associated with the removal of trash and debris that accumulates on any portion of Event Site or in the designated Event Impact Areas. All trash shall be collected and removed throughout the Event with final cleanup being completed within 24 hours

of the Event completion, or within established time frames as agreed to by City. The requirement to remove trash and debris includes street sweeping. Applicant will cover and reimburse City for all costs associated with trash and debris removal within the Event Site and Event Impact Areas.

c. In the event the Applicant wishes to utilize temporary mobile cellular communication (service boosting) towers, which can also benefit public safety by increasing the E-911 capabilities of the specific service provider, the Applicant must notify the City Police and Fire Departments and agrees that the contracted equipment provider with whom they procure such equipment, services etc. will work closely with the City Radio Engineers to confirm the temporary towers will not interfere with the City or County public safety radio frequencies.

10. **PARKING AND TRANSIT SERVICES:** It will be the responsibility of Applicant to arrange and coordinate all parking at City facilities and any transit services from these facilities to the Event Site. All proposed shuttle routes and bus stops shall be approved by the City as part of the MOT Plan. City agrees to invoice Applicant at the approved special event parking rate of \$10 dollars on a non-event day and \$20 on the days of the Event. All parking lot requests must be in writing at least thirty (30) days in advance of the Event. An estimate of parking charges will be provided to Applicant no more than seven (7) days after receiving written requests. Applicant understands that the approved special event parking rate is a daily rate and may not be prorated. Requests to change an issued City parking invoice must be made in writing prior to the end of the Event.

11. **CONSTRUCTION OF FACILITIES, STRUCTURES, CANOPIES, TENTS AND CONCESSION STANDS:**

a. Applicant shall be allowed to construct and maintain on the Event Site, such facilities and structures that are necessary for the Event including, but not limited to, fences, barriers, grandstands and signs as approved by the City and at such locations as approved by the City.

b. All such structures, facilities, concession stands and canopies may be erected beginning on Friday, March 28, 2014 at 8:30a.m. and deliveries related thereto can be made to the Event Site. All such structures must be removed within seventy-two (72) hours following the conclusion of the Event. Except where such structures, facilities, concession stands, canopies and tents are permitted by this Agreement, the same shall not otherwise interfere with the normal operations of the property. Applicant shall be permitted to erect canopies, tents, stages and/or concession stands to sell additional merchandise for the Event at City-approved locations. Any setup or tear down of such structures at the Event Site shall be in accordance with the terms contained in the City's Noise Ordinance No. C-08-37.

c. Applicant is hereby granted permission to erect canopies, tents, and concession stands, at such locations in accordance with the approved Site Plan. It is further agreed and specifically understood that permission to erect such canopies, tents and concession stands, as aforementioned is conditioned upon

Applicant complying with the following:

- (1) Within ten (10) days of the Event Period, Applicant shall file with the City Manager a detailed Concession Plan specifying the locations, hours, dates and types of concessions that will operate during the Event. The Concession Plan shall identify and list the individuals, corporations, partnerships or other entities that are or will be operating such concessions, tents or canopies at the Event Site.
- (2) Applicant shall obtain approval by the City Fire Department and file with its application evidence that such canopies, tents, awnings and/or concession stands which are to be used during the period of time encompassed by this Agreement are of fireproof material and will not constitute a fire hazard. City's Sustainable Development Department must review and approve the proposed use of any temporary structure used in association with the Event in accordance with the standard criteria as outlined in the City's Code of Ordinances and Florida building code.

d. All construction, installations and services, including electrical hook-ups, shall be made at Applicant's expense and approved in advance by the City's Sustainable Development Department. If electricity is required, Applicant shall negotiate arrangements for such service with the City or a licensed contractor. This cost shall be an expense to Applicant and, if furnished by City, shall be paid to City within the time frame as set forth in Section 21, Reimbursement of Costs and Expenses.

e. Unless Applicant receives prior specific written permission by the City Manager, no construction or installations shall involve the use of stakes or other material that may break the surface or deface any infrastructure such as asphalt, concrete, brick or any plant material.

f. Applicant shall provide all day access passes to the necessary City staff required to work the Event. Applicant and City will agree to the list of passes that will be distributed for the Event at least ten (10) days prior to the Event. Additionally, Applicant shall provide an operations tent to be utilized by the City of Fort Lauderdale during the Event days. Location of this operations tent shall be determined by the City.

12. MAINTENANCE OF AND PAYMENT FOR DAMAGE TO PROPERTY.

a. No more than five (5) days prior to the Event, City and Applicant shall inspect and document the condition of the Event Site and Event Impact Areas. It shall be the responsibility of the Applicant during the initial walk through inspection to point out to the City the areas of disrepair. At the conclusion of the Event, City and Applicant shall inspect the condition of the Event Site and Event Impact Areas and City shall inform Applicant of all necessary Repairs. Applicant shall make all necessary Repairs to restore the Event Site and Event Impact Areas

to a condition equal to that existing prior to the Event.

b. Applicant agrees to Repair all core drilling holes in the asphalt, concrete, and all other paved and unpaved surfaces, made to facilitate the erection of barriers, stages, fences, tents and other improvements to the Event Site and Event Impact Areas, according to City standards, as determined by the City Manager in his sole discretion, within forty-eight (48) hours after the conclusion of the Event.

c. Applicant shall be responsible for damage to all plants, shrubs, trees, other landscaped areas, paved surfaces, and to any and all structures located or situated upon any portion of the Event Site or Event Impact Areas. Applicant shall be responsible for the costs to Repair any part of the Event Site or Event Impact areas that are damaged during the Event Period as a result of the negligence and/or wrongful acts of Applicant or Applicant's agents, employees, contractors, subcontractors, invitees, licensees, or attendees. Applicant shall be responsible, at Applicant's sole expense, for the repair or loss of its officers', contractors', subcontractors', and agents' personal property, except for repairs of such property caused by the negligence or willful misconduct of the City or its officers, employees or agents.

d. It is further agreed that if damage is found to exist, as a result of the Applicant's or its agents, employees, contractors, subcontractors, invitees, licensees, or attendees negligence during the Event Period, City shall furnish Applicant with a written report of such damage by the close of business on the Friday following the Event. The report shall estimate the cost to remedy such damage. Applicant arranges for such damages to be repaired by a third party, such cost shall be paid by Applicant to City within fourteen (14) days after Applicant receives the City's invoice of the cost of said damage.

13. SECURITY OF APPLICANT'S PROPERTY. All construction materials, equipment, goods, signs and any other personal property of Applicant shall be protected solely by Applicant. Applicant acknowledges and agrees that City assumes no responsibility, whatsoever, for any such item and that the security and protection of any such item from theft, vandalism, the elements, acts of God, or any other cause, are strictly the responsibility of Applicant, unless caused by the wrongful or negligent acts of the City or its officers, employees or agents.

14. APPLICANT'S CONTRACTS: Applicant agrees to be solely responsible for all contracts or agreements of any nature including, without limitation, those for entertainment and vendors for the Event. All contracts for the Event shall be negotiated by Applicant and secured at the sole expense of Applicant. City shall not be named as a party in any contract for the Event and City shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with such Event.

15. SUBLEASES, ASSIGNMENTS, OR TRANSFERS: Applicant or any of the principals of the corporation shall not assign, sublease or transfer any of its obligations and/or rights under this Agreement, in whole or in part, to any person, business or entity, without the prior written approval of City, such approval not to be unreasonably withheld

or denied. Any such action by Applicant will result in immediate cancellation and termination of this Agreement by City.

16. LICENSES AND PERMITS; COPYRIGHTS, PATENTS AND TRADEMARKS: Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction over the Event Site including, permission from the Downtown Development Authority to use Huizenga Plaza for this Event. Additionally, if Applicant intends to use any item which is or may be protected from infringement, such as but without limitation, copyrights, patents and trademarks, if requested by City, Applicant shall provide City fifteen (15) days in advance of the first date of property use, evidence showing that the applicable licenses, permits and/or permission have been secured and, if applicable, all fees have been paid in full by Applicant. The provisions of this paragraph specifically apply to the American Society of Composers, Authors and Publishers (“ASCAP”), Broadcast Music Incorporated (“BMI”) and any other similar organization that may require written permission and payment of a fee for use of protected material. Applicant shall ensure that all performance payments required to be made under such licenses are made promptly and directly to the licensing organizations. Copies of all said licenses or reports shall be submitted to City upon request. In the event Applicant fails to submit the licenses or reports as required herein or the documentation is not satisfactory to City, Applicant shall be responsible for payment to City for all license fees incurred by the City in connection with the Event. City shall have no responsibilities to any performing rights licensing organizations for any performance during the Event.

17. STANDARDS OF CONDUCT; COMPLIANCE WITH RULES, REGULATIONS, ORDINANCES: Applicant agrees that at all times it will conduct its activities with full regard for public safety and will observe and abide by all federal, state and local laws, the federal and state constitutions, and all rules, regulations and ordinances of City and any other governmental agency having jurisdiction including, without limitation, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, sanitation and food facilities and hours of operation. Applicant shall further take all precautions and use due care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to the Event.

18. INSURANCE:

a. Applicant agrees to obtain, pay for and keep in force continuously during the time period from Midnight, the day before set-up for the event to Midnight of the day that breakdown of the event is completed, comprehensive general liability insurance, including products and completed operations, property damage, bodily injury and contractual liability with policy limits of not less than Two Million Dollars (\$2,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate and liquor liability insurance in the amount of One Million Dollars (\$1,000,000.00). Applicant is required to confirm that each vendor of the Applicant carry insurance coverage that meet or exceed the conditions in paragraph “d” below and that the same limits apply to any and all vendors the Applicant uses for the Event. Applicant further confirms that Applicant’s insurance will apply as excess over any other valid and collectible coverage of their vendors. Said limits may be provided by purchase of an

umbrella or excess policy.

b. Applicant agrees to maintain automobile liability insurance with a combined single limit of not less than \$1,000,000, including coverage for owned, hired, borrowed and non-owned vehicles.

c. Applicant agrees to maintain Workers' Compensation Insurance, for the benefit of Applicant's employees, including employer's liability, with a limit of \$500,000, in compliance with all state and federal laws.

d. Applicant shall provide City with valid Certificates of Insurance no later than ten (10) days prior to the date of permission from City to first use the Event Site. Any such policies shall name the City as an additional insured and shall not be affected by any insurance that the City may carry in its own name. The policies shall remain in full force and effect during the Event and shall specifically include those times of setup and breakdown in connection with the Event. All required insurance will be placed with carriers licensed to do business in the State of Florida, having agents upon whom service of process may be made in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund. All policies shall provide thirty (30) days written notice of expiration and/or cancellation to both parties. If Applicant fails to deliver an insurance certificate, the City's failure to request delivery shall in no way be construed as a waiver of Applicant's obligation to provide the insurance coverage specified herein.

19. INDEMNIFICATION AND HOLD HARMLESS: Except in cases of City, its agents, officers, and/or employees negligence or willful misconduct, Applicant agrees to indemnify, defend and hold harmless City, its officers, agents and/or employees, against any and all damages, claims, losses, liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) caused by, in connection with, arising out of, or resulting from the use of the Event Site or caused by, in connection with, arising out of, or resulting from any act by Applicant, its partners, employees, officers and/or agents done in the performance of this Agreement. If called upon by City, Applicant shall defend not only itself, but also City in connection with any such claim at Applicant's expense, and at no expense whatsoever to City. Applicant further agrees to defend, indemnify, save and hold harmless the City and the City's officers, agents and employees from any claim, suit, loss, cost or expense or any damages arising out of or relating to Applicant's failure to obtain all necessary performing rights and licenses for the event (BMI, ASCAP, etc.). City shall be liable for damages or injuries caused by the City's negligence as determined by a court of competent jurisdiction in the State of Florida. The foregoing sentence shall not serve as a waiver of the City's sovereign immunity or of any other legal defense available to the City and shall be subject to the limitations contained in Section 768.28, Florida Statutes, as amended or revised.

20. COSTS AND EXPENSES FOR CITY SERVICES.

a. As provided for in Section 5 above, Applicant shall plan and provide for public safety. Applicant agrees to cover all out of pocket costs and expenses incurred by the City for services provided for the Event including, without limitation, public safety, maintenance, cleanup, utility connections, breakdown and removal, storage and Repair or replacement of property, and staff time incurred as a result of the Event. Applicant agrees and understands that the off duty rate for police personnel for all special events is calculated at a three (3) hour minimum rate. There is a 24 hour cancellation requirement to avoid the three (3) hour minimum payment per officer. All payments will be paid within two (2) weeks of the payroll being submitted. Applicant agrees that positions for all security and supplemental police details for the Event should first be offered to City personnel at the detail rate. If an insufficient number of personnel are available at the detail rate, Applicant shall have the option to utilize outside Florida sworn agencies to fill the deficiency prior to the City mandating personnel to work at the overtime rate, with this request made through and coordinated by the City Police and/or Fire Rescue Departments. The Fort Lauderdale Police Department and Fire Department shall retain the command and control of their respective event operation areas at all times and any mutual aid or assisting agency personnel shall follow such command procedures. Applicant further agrees to be responsible for any capital improvements that the City must make to accommodate Applicant's request for any building, electrical, plumbing, fire, municipal or county code requirements. Applicant shall also be responsible for any replacement and restoration costs as set forth in Section 12, Maintenance of and Payment for Damage to Property.

21. REIMBURSEMENT OF COSTS AND EXPENSES:

a. Subject to the terms hereof, Applicant shall pay City for all costs and expenses incurred by City for which Applicant is responsible hereunder within fourteen (14) days of receipt of any invoice from City. If total amount is not paid within fourteen (14) days, interest charges of four percent (4%) annual percentage rate shall be applied.

b. Should Applicant disagree with the invoice provided by the City, it shall state its reason(s) in writing and may request the City Manager to review the charges and render a decision. If Applicant does not agree with the City Manager's decision, Applicant may make a petition to the City Commission. If Applicant does not agree with the results of such review, upon the filing of a lawsuit the parties shall agree to mandatory mediation.

22. AUTHORITY OF CITY MANAGER: Applicant shall coordinate the use of Event Site in accordance with the terms hereof and the approved Site Plan, in consultation with the City Manager. The City Manager shall notify Applicant when, in the City Manager's reasonable opinion, such activities may be or are detrimental to the public or to the City, or if the City has reason to believe that Applicant, its agents, subcontractors, independent contractors and/or employees have violated any law, rule or ordinance. After consultation with Applicant, City reserves the right to eject or cause to

be ejected from the Event Site any person or persons causing a disturbance and neither the City nor any of its officers, agents or employees shall be liable to Applicant for any damages that may be sustained by Applicant through the exercise by City of such right. The decision of the City Manager in such regard shall be final and binding.

23. **TERMINATION:** Applicant may elect, during the Term of this Agreement, to terminate this Agreement and no longer conduct the Event. If Applicant elects to terminate this Agreement, Applicant shall notify the City in writing of such election one ten (10) days prior to the date of the Event. Applicant shall be obligated to reimburse City for any out of pocket costs and expenses incurred by the City in connection with the fulfillment of the City's obligations under this Agreement. It is expressly understood that City may seek to terminate this Agreement if the City decides it is necessary to protect the public's health, safety and welfare. City may also seek to terminate this Agreement upon the breach by the Applicant of its obligations under this Agreement. If the City seeks to terminate this Agreement, the City shall provide notice of the reason for termination as set forth in the Notice Section of this Agreement, and the Applicant shall have 72 hours to cure the reason for the termination to the exclusive satisfaction of the City. In the event of an imminent threat to the public's health or safety, the City may terminate this Agreement at any time by providing notice as set forth in the Notice section of this Agreement.

24. **BREACH:** A material, monetary, breach of this Agreement by the Applicant shall be grounds for the City to terminate this Agreement, except that before such termination, the Applicant shall be entitled to fifteen (15) days written notice and an opportunity to cure the breach within such period. Notice of any breach may be sent by facsimile followed by hand delivery of the notice as provided in Section 30, Notice, of this Agreement.

25. **FORCE MAJEURE:** In the event the Event Site shall, at any time during the term of this Agreement, be destroyed or rendered unusable by fire, storm or threat of a named storm within five hundred (500) miles of the Event Site, act of terrorism, war, act of God or other disaster or epidemic, (collectively or separately, "*Force Majeure Event*"), or the Event is cancelled or postponed due to a Force Majeure Event, then either party may terminate this Agreement by providing prior written notice to the other party. In such event, each party shall be responsible for their own costs and expenses incurred prior to such termination except if the Force Majeure Event occurs during the Event Period, whereas Applicant will reimburse City for all actual costs incurred related to the Event, as otherwise provided for hereunder.

26. **GOVERNING LAW:** 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.

27. **AMENDMENT:** No modification, amendment or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document

duly executed by both parties, with the same formality as this Agreement.

28. **WAIVER OF BREACH:** Failure by City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

29. **EXTENT OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between City and Applicant and supersedes all prior negotiations, representations or agreements either written or oral.

30. **NOTICE:** Whenever any party desires to give notice to any other party, it must be given by written notice sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice:

CITY:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Attn: City Manager

With a copy to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

APPLICANT:

Aids Healthcare Foundation, Inc
110 SE 6th Street 1960
Fort Lauderdale, FL 33301

31. **SEVERANCE:** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Applicant elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

32. **NON-DISCRIMINATION:** In the performance of this Agreement, Applicant shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of sex, age, race, color, religion, ancestry, national origin or sexual orientation. In addition, to ensure that the Event is a true community event, Applicant will encourage the participation of minority groups in all aspects of the Event, including the organization, planning, implementation, concessions and support services. Applicant agrees to comply with the terms and provisions of the Americans With Disabilities Act and shall make the Event Site and Event Impact Areas accessible for

persons with disabilities.

33. EMERGENCY ACCESS: Applicant agrees to provide any and all emergency access required by the City and its employees for the safety and welfare of the community and those attending the Event, and proper entrances into any gates which are locked. If, in the course of Applicant's operations, Applicant or City, or their officers, agents and/or employees, become aware of any condition in or about the Event Site or Event Impact Areas which may be dangerous, Applicant will immediately correct such condition or cease operations upon becoming aware or being notified of such condition so as not to endanger persons or property.

34. MISCELLANEOUS PROVISIONS:

a. Applicant agrees to exercise a good faith and reasonable effort to work with the City Police Department and representatives of the adjacent Homeowners Associations to implement a plan permitting homeowner's ingress and egress to their residences during the course of the Event.

b. Applicant acknowledges that it is solely responsible for all utilities for the Event including, without limitation, electrical, water, and sewer and storm sewer hookup requirements.

c. In the Event that the City is required to file any legal action against Applicant to collect any fees due under this Agreement, City shall be entitled to its costs of collection, repairs, attorney's fees and costs and interest at the maximum rate allowable by law.

f. The Applicant shall be permitted to serve alcoholic beverages as a concession of the Event, and the Applicant may extend this right to permitted third parties, in accordance with all applicable licenses, regulatory requirements and the City of Fort Lauderdale Code of Ordinance.

g. The Applicant, after receiving permission by the City's Contract Administrator, reserves the right to add decor, including, but not limited to signage to the location or cover any existing signage, as authorized by the City of Fort Lauderdale Code of Ordinances.

h. The Applicant, after receiving permission by the City's Contract Administrator, may conduct filming anywhere at the Event site that is part of this License and shall retain all rights to such.

i. The Applicant will have a right to an independent audit of City's records to confirm the accuracy of the fees and expenses incurred by the City.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY

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

By 
LEE R. FELDMAN, City Manager

(SEAL)

ATTEST

By 
JONDA K. JOSEPH, City Clerk

Approved as to form:


Assistant City Attorney

APPLICANT

AIDS HEALTHCARE FOUNDATION, INC., a foreign profit corporation operating under the laws of Florida

By [Signature]

Title EVENT DIRECTOR, FLORIDA AIDS WALK

WITNESSES:

[Signature]

Jason King
Witness print/type name

[Signature]

Tamera K. Dubuison
Witness print/type name

(CORPORATE SEAL)

ATTEST

By [Signature]

Title HR Business Partner

STATE OF FLORIDA)
 ss:)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 6 day of March, 2014, by Metric Martin, as Event Director, of AIDS HEALTHCARE FOUNDATION, INC., a foreign profit corporation operating under the laws of Florida, on behalf of the corporation. He/she is personally known to me or has produced n/a as identification.

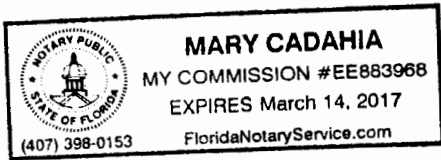
(SEAL)

[Signature]
Notary Public, State of ~~Tennessee~~ Florida,
(Signature of Notary taking Acknowledgment)

Mary Cadahia
Name of Notary Typed, Printed or Stamped

My Commission Expires: 3/14/17

EE883968
Commission Number



2014 FLORIDA AIDS WALK & MUSIC FESTIVAL

EXHIBIT C

EVENT CONTINGENCY PLAN

Adverse conditions can have a dramatic affect on an outdoor event, for the better or for the worse. In order to ensure an efficient response, and maximize the potential for a positive opinion of that response, it is essential to consider the possible scenarios we may face before they happen. This document is intended as a means to share a mutual understanding and to serve as a general outline of actions that may be taken should adverse conditions arise during the 2012 Florida AIDS Walk & Music Festival (the "Event"). It is strictly a guide and general reminder of the minimum actions that need to be taken. Specific conditions may warrant variations to the plans outlined below. Once you are familiar with your role and responsibilities please feel free to ask questions, offer suggestions and share with others as you feel appropriate.

KEY PARTICIPANTS

Representatives	Name	Phone	Key Responsibilities
E360 Rep.	David Kramer	734.904.3240	Work with AHF Rep to prepare response options with recommendation, implement approved actions, communicate to E360 staff.
AHF Rep.	Mark Martin	954.383.8007	Work with E360 Rep to prepare response options with recommendation, implement approved actions, communicate to AHF staff. Approval of action plan, approval of public messaging and delivery.
E360 Sr. Rep.	Jillian Schranze	219.322.5120	Present action options and recommendation to AHF Sr. Rep, incident reporting, guide after action review.
Police Rep.	Lt. Hart	954.775.6415	Resources.
EMS Rep.	Cpt. D'Agostino	954.828.6370	Resources.
Volunteer Rep.	Kiki Setterlund	608.213.2632	Communicate approved actions to volunteers, assist in implementation.

KEY PRIORITIES

Regardless of the situation and severity there are some actions and priorities that are constant. (In order of importance although some may occur simultaneously.)

1. Ensure the **safety** of all participants, staff, sponsors, vendors and community partners.
This may mean finding temporary shelter for participants, evacuating participants from the route to an area of safety, or even cancelation of the Event.
2. **Inform** the staff, sponsors, vendors, community resources, participants and media (as appropriate).
This often centers around written concise message points. The priority is to inform staff and community partners (EMS) first and continue down the ladder until all participants are informed. Key message points include: we are aware of X situation, your safety is our number one priority, please take X action, we are continuing to monitor developments, we anticipate providing an update to you at X time, we appreciate your cooperation and understanding while we work to ensure your safety and comfort. This can be in the form of verbal messages person-to-person or from the PA; written information sheets; or written messages via social media, email, or press announcements.
3. Ensure the **comfort** of all participants, staff, sponsors, vendors and community partners.

2014 FLORIDA AIDS WALK & MUSIC FESTIVAL

Responses to this priority may include: distributing more ice and beverages, relocating Event elements to a more comfortable location, providing entertainment until normal operations resume, distributing solar blankets or hand warmers or ponchos or warm beverages.

4. **Remain fiscally responsible** by reducing possible damage to property and equipment.
Responses to this priority may include: rearranging of tents or other equipment to reduce turf damage, removal of banners or other elements in heavy winds, installing ground cover in high traffic areas, adjustment of traffic plans, etc.
5. **Resume** normal operations as soon as reasonable.
While responding to adverse conditions consideration should be given to whether a response dramatically hinders or easily facilitates the resumption of normal operations (i.e. evacuating participants to the start of a route may logistically prevent them from finishing the Event should it resume. Perhaps moving them to a half-way point would better facilitate a normal participant experience should conditions improve to the point where the Event can resume).

RANGE OF CONDITIONS AND RESPONSES

Conditions that require action can range from a minor inconvenience or discomfort to extreme unanticipated natural disasters. Below is a brief outline of the range of conditions (other conditions may exist which should be taken care of on a case by case basis), examples of situations, possible responses and specific resources available on the Event.

Least Severe Conditions

Example	Possible Responses	Event Specific Resources/Limitations
Hotter than typical	Message hydration & salty snacks, increase hydration, snack and ice orders, point out shade locations.	Public facilities on route, flexible ice vendor, fixed hydration & snack order.
Colder than typical	Point out public places to warm up.	Shuttle buses, local businesses
Light rain	Message local dry locations.	Local businesses

Severe Conditions

Example	Possible Responses	Event Specific Resources/Limitations
Severe hot/cold	Shorten route, stronger messaging.	David, Rene and route marshal cpt., vehicles, EMS team.
Severe weather	Temporary evacuation, event delay.	Public buildings, vehicles, much of route on closed lanes.
Public emergency (gas leak, traffic accident, etc)	Re-route, temporary evacuation.	Strong police support, lots of route marshals, published historical route, mostly out and back with limited flexibility.

Most Severe Conditions

Example	Possible Responses	Event Specific Resources/Limitations
Threat of violence	Evacuation, delay, cancelation.	Local businesses, easily accessible cars, event vehicles, strong police support.
Natural disaster	Evacuation, delay, cancelation.	Easily accessible cars, event

2014 FLORIDA AIDS WALK & MUSIC FESTIVAL

		vehicles, strong police support.
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AFTER ACTION REPORT

While the Event 360 Sr. Representative will be documenting decisions and actions throughout the process of any contingency plan actions, it is also vital to continue the report throughout the completion of the Event. It is particularly important to document any unanticipated expenses incurred and/or damages that occurred as a result of the action.

A great deal can also be gained by a thorough debriefing during a gathering of all representatives as well as obtaining feedback from community partners and other entities involved in the Event. It is also critical in some situations to communicate with the participant and volunteer community about contingency actions taken even after the Event has concluded. Staff not present during the Event who may encounter participants with feedback should be briefed on the events that occurred, actions taken, messages shared on Event, and key post-Event message points.

Thank you for taking time to prepare yourself for the role you will play should we face adverse conditions during this Event. Running through the possible scenarios and your likely response while you are in the quiet comfort of your office greatly improves your ability to respond in a calm and efficient manner should you actually face any of these situations. Some of our best event experiences have occurred in extremely challenging situations. Rather than just hoping we do not face such conditions on this Event (which of course is what we're hoping) we know that being over-prepared is an even better plan.

AIDS Walk – Ft. Lauderdale – South Beach to Vistamar St Sunday – March 30, 2014

Be On Post As Listed – Radio Channel “4 Alpha SE 1”

POST	LOCATION	OFFICER	CCN	HOURS	POS	AMOUNT
	Friday March 228, 2014					
1.	Overnight Security – South Beach	Pat Hart	1328	1700-2000	PTL	\$111.00
2.	Overnight Security – South Beach	Bob Norvis	1396	1700-0000	PTL	\$259.00
3.	Overnight Security – South Beach	Crystal Brignoni	1432	2000-0800	PTL	\$444.00
4.	Overnight Security – South Beach	Jason Holding	1843	0000-0800	PTL	\$296.00
	Saturday March 29, 2014					
6.	Overnight Security – South Beach	Crystal Brignoni	1432	1900-0600	PTL	\$407.00
7.	Overnight Security – South Beach	Pat Hart	1328	1900-2200	PTL	\$111.00
8.	Overnight Security – South Beach	Jason Holding	1843	2200-0600	PTL	\$407.00

POST	LOCATION	OFFICER	CCN	HOURS	POS	AMOUNT
11.	LEAD MOTOR/Post 73	Juan Figone	1470	1000-1300	MTR	Post 73
12.	ROAMING MOTOR/Post 74	James Ramage	1517	1000-1300	MTR	Post 74

POST	LOCATION	OFFICER	CCN	HOURS	POS	AMOUNT
15.	Entrance to South Beach Lot	Todd Hill	1325	0700-1300	PTL	\$222.00
16.	Entrance to South Beach Lot	Joseph Hoover	1384	1200-1800	PTL	\$222.00
17.	SE 5 St @ N. A1A	Pati Dube	6289	1000-1300	PSA	\$81.00
18.	ELO @ N. A1A	Paul Brown	1511	1000-1300	PTL	\$111.00
19.	ELO @ N. A1A –Pedestrian Walkway/Post 80	Lisa Philips	6416	1000-1300	PSA	Post 80
20.	N. A1A @ Poinsettia St	Nina Justice	1108	1000-1300	PTL	\$111.00
21.	N. A1A @ Cortez St	Yvette Martinez	1447	1000-1300	PTL	\$111.00
22.	N. A1A @ Castillo St/Post 78	Agnes O'Hara-Rivers	6515	1000-1300	PSA	Post 78
23.	N. A1A @ Sebastian St – Crosswalk	Thomas Stenger	1583	1000-1300	PTL	\$111.00
24.	N. A1A @ Sebastian St – Crosswalk/Post 79	Rishi Preetam	8440	1000-1300	PSA	Post 79
25.	Seabreeze @ Sebastian St – Crosswalk/Post 62	Luan Malushi	1568	1000-1230	PTL	Post 62
26.	Entrance to Parking lot	Volunteer		1000-1300	VOL	VOL
27.	N. Birch Rd @ Sebastian St	Reynaldo Santos	1420	1000-1300	PTL	\$111.00
28.	N. Birch Rd @ Alhambra St/Post 78	Dawn Ramage	6569	1000-1300	PSA	Post 78
29.	N. Birch Rd @ Seville St/Post 82	Jill Hirsch	6286	1000-1300	PSA	Post 82
30.	N. Birch Rd @ Granada St	Retha Anderson	8350	1000-1300	PSA	\$81.00
31.	N. Birch Rd @ Bayshore Dr	Erica Chambers	6412	1000-1300	PSA	\$81.00
32.	N. Birch Rd @ Bayshore Dr	Nicole Graves	1754	1000-1300	PTL	\$111.00
33.	N. Birch Rd @ Riomar St	Raphael Bain	6581	1000-1300	PSA	\$81.00
34.	N. Birch Rd @ Viramar St	Kari Magno	6429	1000-1300	PSA	\$81.00
35.	N. Birch Rd @ Windamar St	Linda Williams	6595	1000-1300	PSA	\$81.00
36.	N. Birch Rd @ Terramar St/Post 54	Jackie Sanchez	1544	1000-1300	PTL	Post 54

37.	N. Birch Rd @ Auramar	Annica Jones	6595	1000-1300	PSA	\$81.00
38.	N. Birch Rd @ Belmar St	Kamesha Moffat	6584	1000-1300	PSA	\$81.00
39.	N. Birch Rd @ Vistamar St	Markes Brown	6609	1000-1300	PTL	\$81.00
40.	Breakers Ave @ Vistamar St/Post 69	Robert Borowski	1263	1000-1230	PTL	Post 69
41.	N. A1A @ Vistamar St	Matt Porterfield	1767	1000-1300	PTL	\$111.00
42.	N. A1A @ Vistamar St	Elizabeth Mejia	5765	1000-1300	PSA	\$81.00
43.	N. A1A @ Terramar St/Post 77	Denise Melanson	6502	1000-1300	PSA	Post 77
44.	N. A1A @ Riomar St/ Post 66	Jason Marcus	1456	1000-1300	PTL	Post 66
46.	N. A1A @ Bayshore Dr	Matt Guerra	1769	1000-1300	PTL	\$111.00
47.	N. A1A @ Bayshore Dr	Joseph Polan	6562	1000-1300	PSA	\$81.00
48.	N. A1A @ entrance Westin Hotel	Brent Chase	1476	1000-1300	PTL	\$111.00
49.						

Concert Security

POST	LOCATION	OFFICER	CCN	HOURS	POS	AMOUNT
51.	Concert Entrance Area	William Dejesus	1571	0800-1800	PTL	\$370.00
52.	Registration	Monica Ferrer	1490	0800-1330	PTL	\$203.50
53.	Registration	William Schultz	1431	0800-1800	PTL	\$370.00
54.	Registration	Jared Gross	1603	0800-1800	PTL	\$370.00
55.	Concert Area – Roaming/Post 36	Jackie Sanchez	1544	1300-1800	PTL	\$296.00
56.	Concert Area – Roaming	Allen Diamond	1379	1000-1800	PTL	\$296.00
57.						
59.	North Entrance / Exit	Clay Barrett	1157	1000-1800	PTL	\$296.00
60.	South Beach – Alcohol Sales Tent	Wil. Auguete	1622	1030-1800	PTL	\$277.50
61.	South Beach – Food Court	Rosalind Wilson	1093	1030-1800	PTL	\$277.50
62.	Entrance to Festival	Tanisha Stevens	1608	1000-1800	PTL	\$296.00
63.	Entrance to Festival/Post 24	Luan Malushi	1568	1230-1800	PTL	\$296.00
64.						
66.	General Seating – Roaming/Post 44	Jason Marcus	1456	1300-1800	PTL	\$296.00
67.	General Seating – Roaming	Tim McCarthy	1337	1300-1800	PTL	\$296.00
68.	General Seating – Roaming/Post 31	Crystal Billins	1781	1230-1800	PTL	\$296.00
69.	General Seating – Roaming/Post 40	Robert Borowski	1263	1230-1800	PTL	\$296.00
70.	Rear Stage Area-Roaming	James Carter	1817	1000-1800	PTL	\$296.00
71.	Rear Stage Area-Roaming	Reyko Delpino	1736	1000-1800	PTL	\$296.00
72.						
73.						

Post Race Traffic Plan

POST	LOCATION	OFFICER	CCN	HOURS	POS	AMOUNT
	Motor Units					
74.	Roaming Motor/Post 10	Juan Figone	1470	1300-1800	MTR	\$296.00
75.	Roaming Motor/Post 11	James Ramage	1517	1300-1800	MTR	\$296.00
76.	Harbor Dr @ Seabreeze Blvd – Pedestrian crosswalk/Post 46	Joseph Polan	6562	1230-1800	PSA	\$216.00
77.	Harbor Dr @ Seabreeze Blvd – Pedestrian crosswalk/Post 43	Denise Melanson	6502	1300-1800	PSA	\$216.00
78.	Bahia Mar Entrance@ Seabreeze Blvd/Post 27	Dawn Ramage	6569	1230-1800	PSA	\$216.00

79.	SE 5 St @ Seabreeze/Post 22	Agnes O'hara-Rivers	6515	1300-1800	PSA	\$216.00
80.	ELO @ Seabreeze/Post 23	Rishi Preetam	8440	1300-1800	PSA	\$216.00
81.	ELO @ A1A/Post 19	Lisa Phillips	6416	1300-1800	PSA	\$216.00
82.	SE 5 St @ A1A/ Post 28	Jill Hirsch	6286	1300-1800	PSA	\$216.00

83.						
84.						
85.						
86.						
87.						
18 - PSA Total	\$2,403.00	41 - PO Total	\$12,759.50	Invoice Total	\$15,162.00	

This 7th Annual 5K fundraiser event is a walk for participants. Cones, Police personnel, volunteers, and other traffic diversion/ direction equipment will assist walkers to utilize the route.

Please exercise exceptional discretion when permitting vehicles to cross @ any points along the route.

Schedule:

- Set up will begin Friday March 28, 2014
- Set up and build out Saturday March 29, 2014.
- Finish Line and Start Line Set Up: Begins at 6:00 am , Sunday, March 30, South Beach Park Lot
- Starting times: 10:00 am (should end by 12:00 pm)
- Last walker in and roads cleared: 12:00 pm

The walk begins @ 1000 hours and the route is as follows:

- From the starting line at South Beach Parking,
- North through the South Beach Lot and exit onto A1A
- Turn Right onto the north bound curb lane of A1A and continue in this lane to Sebastian St.
- At Sebastian St. the walkers will cross west bound onto Sebastian St and continue to N. Birch Rd
- Turn Right onto N. Birch Rd and travel north in the right curb lane of N. Birch Rd to Vistamar St.
- Turn Right onto Vistamar St and travel east to A1A. **(Vistamar St will be closed to all traffic, except residents that live between Birch and A1A).**
- Walkers will make the final right turn onto the northbound curb lane of A1A and travel south back to the Start/Finish Line in the South Beach Parking Lot.

Temporary Lane Closures – set up/ breakdown for all cones/ lane closures is from 0700-1300 hours –

- South Beach Parking Lot for event set up @ 0600 hours
- Southern park of the South Beach Lot for the start of the event from start line to the entrance of the South Beach Parking Lot @ 1000 hours.
- Northbound A1A curb lane (eastern most lane) will be coned off to accommodate walkers @ 1000 – 1200 hours.
- Upon crossing A1A and westbound on Sebastian St, participants will be directed to utilize the westbound curb lane and sidewalk of Sebastian St, while vehicular traffic will be direct to Cortez.
- The initial "pack" is expected to stretch out somewhat upon reaching the area of N. Birch Rd and Sebastian St. Accordingly, at most other areas of the route, participants will be encouraged to remain in the coned off curb lanes of the course designated for this event.

- Post assignment positions will accommodate walkers across intersections with as little disruption to walkers and vehicular traffic as possible. Several volunteers will also man several locations along the route to assist with those areas assigned.

Points of Interest - Our job is to ensure that the walkers remain in their designated areas **AND** to accommodate vehicular traffic between the walkers as safely and expeditiously as the route and group(s) allow. You **MAY** hold up walkers to facilitate vehicles through the area, WHEN NECESSARY.

- The event is expected to draw 3,000 to 4,000 participants.
- Due to the nature of these walks in other venues, our experience with this event has been that some groups remain in "packs", while others remain in smaller groups to fit in the designated areas.
- **Those Officers listed under the "South Beach Location" portion of this roster will be responsible for monitoring the activities in this area of the City Park and assisting with the start of the walk. Event Volunteers will check identifications and handle event registrations.**
- **"Overnight" posts will provide a presence and monitor security for the Park and Event Equipment prior to the start of the event and after the event.**
- **No vehicles will be allowed to enter the South Beach Lot prior to and during the start of the race.**
- **The South Beach Lot has been bought by the vendors for Sunday March 30, 2014 from 0600 to 1700 and is closed to the public during these times.**

Concert Area:

The concert is scheduled to occur immediately after the conclusion of the walk. The promoters have scheduled several acts, two of which are expecting to draw a large crowd. The total attendance permitted for this event is 4,000 people. The concert event will not exceed the 4,000 permitted number.

- Each person will be given dog tags as a ticket to enter the concert area.
- CSC Security will have 50 security officers on scene and will be manning the entrance points and have roaming teams.
- We will have personnel staged at all the critical areas and roaming teams.
- Once the total attendance reaches 4,000 people the gates will be closed and no more people will be allowed to enter the concert area.
- **If large crowds begin to form on the outside of the fenced area and the situation becomes dangerous or the crowds too large for the personnel assigned to the area to handle the concert will end and the event will be closed.**
- Concert Schedule is below, but is flexible for the artist.
- The Concert and entire event will be closed by 1700 hours.

Post Race Traffic Plan:

Personnel assigned to this part of the operation will respond to their assigned posts after being relieved from their initial posts. Public Service Aides are responsible for maintaining a traffic flow by pickling the lights as needed. The Motor Officers will roam the area and assist with any traffic issues in the area.

- PSA must pick up a pickle prior to coming to the event at property control
- Motors will unlock all traffic boxes prior to the start of the walk
- Motors will confirm the traffic boxes are all locked at the end of the event.
- Motors will assist with relief of the PSA's as needed.

Payroll remittance for Detail services will be submitted shortly after the conclusion of the event, as the approximate number of hours for each position is determined. Payment will follow as soon as the event promoter is able to process the payroll.

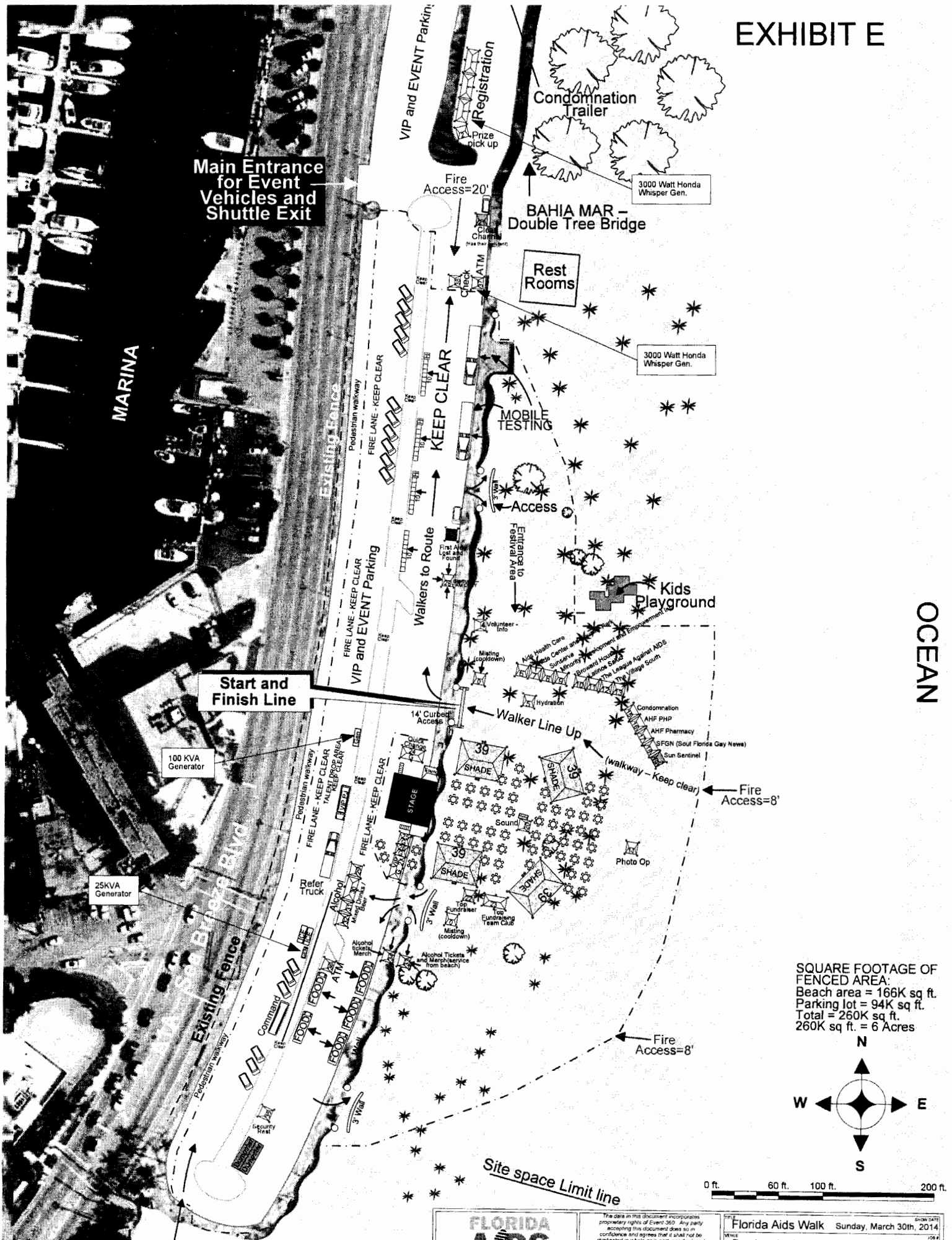
Thanks for you hard work and participation in this event!

Detail Form Information

District: 1	Zone: 112	Day/ Date: Sunday – 3.30.14		Hours: as listed
Pay Rate (3 hr. min.)		PTL: \$37.00 hr	PSA: \$27.00	Supv: \$45.00 hr
Duties Performed:		Traffic Control – AIDS Walk 5K –South Beach to Vistamar St and Back		
Employer:	AIDS Healthcare Foundation, Inc.	6255 W. Sunset Blvd., Los Angeles, Ca. 90028		
Contact:	Mark Martin	Ph. #:	954-383-8007	
Type of Event:	Walk/Run – 5K Fundraiser Walk			
Alcohol: Yes	License Type: ODP	SID Approval: Yes	By: Capt Blazs #1099	
License Name: Florida Aids Walk and Music Festival		License # ODP1601842		

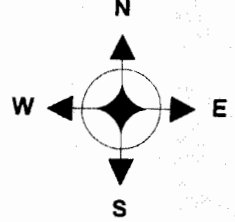
Lt. Patrick Hart
 Detail Coordinator
 954-775-6415

EXHIBIT E



OCEAN

SQUARE FOOTAGE OF FENCED AREA:
 Beach area = 166K sq ft.
 Parking lot = 94K sq ft.
 Total = 260K sq ft.
 260K sq ft. = 6 Acres



0 ft. 60 ft. 100 ft. 200 ft.

FLORIDA AIDS WALK

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 205 N. Michigan Ave
 Suite 2640
 Chicago, IL 60601
 772-247-5262

Florida Aids Walk	Sunday, March 30th, 2014	SHOW DATE
Fort Lauderdale - South Beach		TBD
v6-01-24-14		1" = 103.5'
Site Layout - Festival Area		

Talent Access from Sheraton