CITY OF FORT LAUDERDALE

OUTDOOR EVENT AGREEMENT

THIS AGREEMENT is made by and between:

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

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA a political subdivision of the State of Florida, organized under the laws of Florida, whose principal place of business is 600 SE 3rd Avenue, Fort Lauderdale, Florida, 33301, and who is referred to hereinafter as "Applicant".

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 April 2, 2013, by Motion, the City Commission of the City of Fort Lauderdale authorizes 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 "ABOVE THE INFLUENCE MARCH RALLY" (referred to hereinafter as the "Event") outdoors only at the

location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One, which is attached hereto and made a part hereof.

3. General Requirements.

- (1) If the Event incurs use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable state, county and City health code requirements.
- (5) If the Event includes use of tents, awnings or canopies, in advance of the Event the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings or canopies.
- (6) In advance of the Event, the Applicant shall submit a written plan to the City police department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the police department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (7) In advance of the Event, the Applicant shall submit a written plan to the City's Fire Department that regards fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.
- (8) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in

advance of the Event, the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the 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 five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.

- (9) The Applicant shall indemnify and hold harmless the City for any damage to person or property that occurs during or as a result of the operation of the Event.
- (10) In advance of the Event, the Applicant shall submit a written plan to the City's Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth or 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.
- (11) The sale, possession or consumption of any alcoholic beverage at the Event is subject to approval by the City Commission in accordance with Section 15-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- (12) No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- (13) <u>Background Screening</u>. City of Fort Lauderdale agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Applicant in advance of City of Fort Lauderdale or its personnel providing any services under the

conditions described in the previous sentence. City of Fort Lauderdale shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the finger prints provided with respect to City of Fort Lauderdale and its personnel. The parties agree that the failure of City of Fort Lauderdale to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Applicant to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, City of Fort Lauderdale agrees to indemnify and hold harmless Applicant, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Insert Name's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by Applicant or City of Fort Lauderdale of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

4. 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. 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.

5. 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 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.

6. 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 of the Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety or welfare. The City Manager also reserves the right to immediately revoke permission and to suspend or terminate the event or any portion of it if any of the elements of the agreement are violated.

7. 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 fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMA, SESAC and any other similar organization that may require written permission and payment of a fee for use of protected material.

8. 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.

9. Venue.

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

10. 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.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the July of Occasion, 2013.

WITNESSES:

[Witness print/type name]

Twitness print/type namel

CITY OF FORT MAUDERDALE

Mayor

·

ATTEST:

Approved as to form:

Assistant City Attorney

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

1 , 4

Laurie Rich Levinson, Chair

Robert W. Runcie

ATTEST:

Superintendent of Schools

Approval as to form and legal content:

Office of the General Course

SCHEDULE ONE

1 Name of Applicant: Broward County Public Schools/United Way of Broward County

2 Name of Outdoor Event: Above the Influence March Rally

3 Date of Setup: Saturday, May 18, 2013

4 Time of Setup: 7:00 AM

5 Date of Event: Saturday, May 18, 2013

6 Time of Event: 7:00 AM- 4:00 PM

7 Date of Breakdown: Saturday, May 18, 2013

8 Time of Breakdown: 4:00 PM

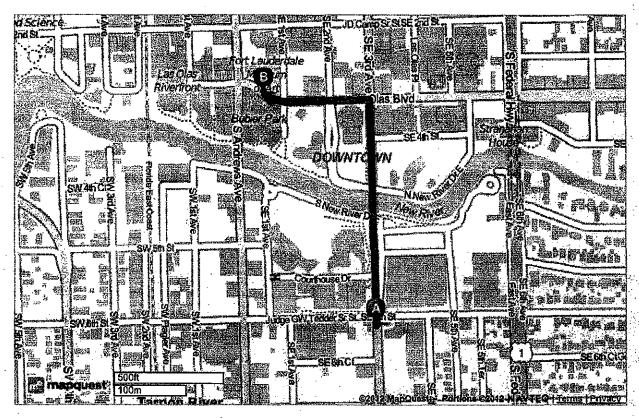
9 Event Location: Huizenga Plaza- 32 East Las Olas Blvd

10 Road Closings: Yes- see attached route

11 Alcohol: No

12 Previous Code Violations: No

Total Travel Estimate: 0.47 miles - about 1 minute



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CITY OF FORT LAUDERDALE OUTDOOR EVENT APPLICATION

Fee must accompany application

Application received:
At least 60 days prior to event \$100.00
59 to 30 days prior to event \$150.00
29 to 14 days prior to event \$200.00
14 to 7 days prior to event \$250.00*
Less than 7 days prior to event \$300.00*
*Must be approved by City Manager or designee

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The application will be reviewed by our administrative staff to determine the following criteria:

- 1. Facility requested
- 2. Compliance with City ordinances
- 3. Special permits required
- 4. Charges your organization will incur when City assistance and/or services are required
- 5. Security requirements
- 6. Environmental issues/effects on surrounding areas

PART I: EVENT REC	DUEST				
Event name: Above	the influence Ma	rch Raily			
Purpose of event (chec	urpose of event (check one): ☐ Fundraiser, x Awareness ☐ Recreation ☐ Other				
Requested location:	<u>Huizenga Plaza</u>				
Estimated daily attended	ance:5000				
Requested dates and the	me of event:	DAY	BEGIN	END	
EVENT DAY 1:	May 18,13	Saturday	<u>7:00</u> AM	<u>4:00_</u> PM	
EVENT DAY 2:			AM/PM	AM/PM	
EVENT DAY 3:			AM/PM	AM/PM	
		Saturday	<u>7:00</u> AM		
BREAKDOWN:	5/18/13	Saturday	4:00 PM		
Has this event been he	ld in the past?	YesX_No			
If yes, please li	st past dates and	l lócations:			
Detailed event descrip	otion (include act	ivities, entertainment, v	endors, etc <u>.):</u>		

PART II. APPLICANT	
Organization name: <u>Broward County Public S</u>	Schools / United Way
Address: 600 S.E. 3 rd , Ave	City, State, Zip: Ft. Lauderdale, Fl., 33313
Phone: <u>754-321-2568</u>	Fax:
Corporation name: <u>Broward County Public</u> (as it	Schools / United Way appears in articles of incorporation)
Date of incorporation: Sta	ate incorporated in: Federal ID #:
Two authorizing officials for the organization: President: <u>Amalio Nievas</u>	Phone:754-321-2568
Secretary:	Phone:
Event Coordinator: Andy Rodriguez	Will you be on-site? X Yes No
Title: Prevention. Family Counselor Cell: 954-737-7496	
	iools,com
Additional Contact: Sam Monroe	Will you be on-site?X_YesNo
	Phone: <u>954-760-7007</u>
E-mail address: <u>smonroe@unitedwaybroward</u>	d.org
Event production company (if other than applic	cant):
Address:	City, State, Zip:
Contact person:	Title:
Phone: (day) (night)	(cell)
E-mail address:	Fax:
PART III: EVENT INFORMATION	
Are you planning to charge admission? If yes, how much? \$	YesX_No
Are you requesting to fence the event?	YesX_No
Are you planning on having any type of conces lunch.	sion?YesNo Note: We will have bag
	fied 10 days prior to event. Call John Litscher at 954-632-8094

Are you planning on selling alcoholic beverages?YesX_NoYes, how will the beverages be served? (Draft truck, cold plate, mini-bar, beer tub, t	able service, etc.)
Are you planning on serving free alcoholic beverages?Yes _XNoYesYesYesYes	
Are you planning to have any type of amusement rides? Yes X No If yes, name of company:	
What type of rides are you planning?(All rides must be approved by the State of Florida Bureau of Fair Rides and all perm prior to opening. Contact Ron Jacobs at (850) 921-1530.	its must be secured
Are you planning to play or have music?	ockey, etc):
DJ=Amplided/Recorded	
List the type of equipment you will use (speakers, amplifier, drums, etc):	
Speakers/AMP	
Will you use any type of soundproofing equipment?Yes _XNo	
List the days and times music will be played: 10:00a to 3:00p	<u>.</u>
How close is the event to the nearest residence?	
Will your event require road closings? If yes, list requested streets and times in detail : Yes The start of March is the KC downtown, Ft. Lauderdale to Huizenga Park 600 S.E. 3 rd Ave. to 32 Las Olas in Ft Lauderdale	W Building ,
**** <u>PLEASE NOTE</u> ***** You are required to secure barricades and/or directional traffic Please attach a layout of your traffic plan, including the placement and number of barricarrows, cones, and message boards, as well as the name of the company you will be using be approved by the Police Dept. which may terminate any event occurring without the proper	ades, signs, directiona . Your traffic plan mus
Will your road closings affect access to parking spaces or parking lots?YesX_No ****PLEASE NOTE***** All road closings which result in loss of revenue from inaccessib be billed to the event organizer and must be paid in full before the event. Please call Dee Parking Spaces or parking lots?YesX_No ****PLEASE NOTE***** All road closings which result in loss of revenue from inaccessib be billed to the event organizer and must be paid in full before the event. Please call Dee Parking Spaces or parking lots?YesX_No ************************************	le parking spaces will
Will any recyclable materials be utilized at this event? (Materials that can be recycled include all clean paper, cardboard, glass, plastic drink cans, and milk or juice boxes.) Please refrain from the use of Styrofoam plates and contains the contains of the contains the conta	
Who will provide clean up services for garbage and recyclables?	
Contact Name: Phone: Phone: ****** ***********************	- h
**** <u>NOTE</u> ***** All grounds must be cleaned up immediately after completion of event, done at all City facilities and parks. Recycling may be provided by your organization, a private	Recycling should be ee company or in some

at Jtownsend@fortlauderdale.gov or (954) 828-5956. Will you require electricity? X Yes No Events requiring electricity are the responsibility of the applicant. All permits must be obtained through the City's Department of Sustainable Development Building Services Division at (954) 828-5191 before setting up. Company: ___ Name of electrician: Phone: PART IV: APPLICANT'S ACCEPTANCE The information I have provided on this application is true and complete to the best of my knowledge. 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 \$500,000 if alcohol is being served. I understand that a Parks and Recreation sponsored activity has precedence over the above schedule 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 EMS is required by City Ordinance to be onsite during all outdoor events. 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 fallure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. Name of applicant Title Date

cases by the City of Fort Lauderdale. You are responsible for securing recycling services. Contact Janet Townsend

Reas email completed application at least 96 days ahead of your planned event to:

imeehan@fortlauderdale.gov

Please mail the \$100.00 application fee (payable to the City of Fort Lauderdale) to:

Jeff Meehan, Outdoor Event Coordinator

1350 W. Broward Boulevard, Fort Lauderdale, FL 33312

Phone: (954) 828-6075 Fax: (954) 828-5650

Please include the following with the application:

* Event site plan – including stage(s), other entertainment locations, activities, booths, restrooms, canopies, dumpsters, fencing, generators, etc.

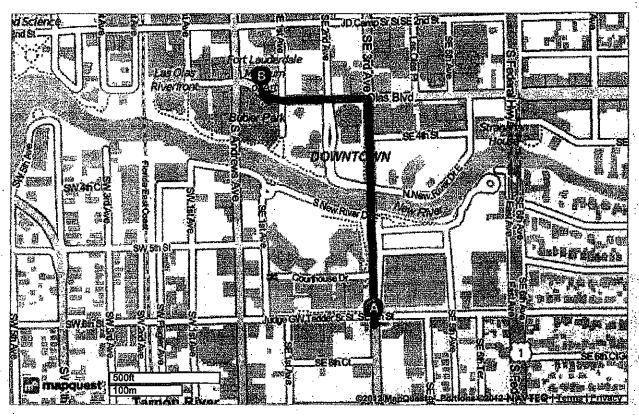
FIRE DEPARTMENT OUESTIONNAIRE

PREVENTION

1.	Are you planning to have canoples (no sides) for this event?No
	How many and what sizes? 10/10
	Name of Company:
2.	Are you planning to have tents (with sides) for this event?YesXNo
	How many and what sizes?
	Name of Company:
Bu	**PLEASE NOTE**** All permits required by the Florida Building Code must be obtained through the Ilding Department (including but not limited to electrical, structural, plumbing). Contact the Department of stainable Development Building Services Division at 954-828-6520.
3.	Are you planning to have fireworks?YesXNo
	Name of company conducting the show:
4.	Are you having food vendors? Yes X No
	How many and what kind?
	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. A Fire inspection is required for all food booths. If the inspection is during non-working hours the cost will be \$75 per hour.
<u>of</u>	PERATIONS/EMS
Spe	ecial Event Detail Guidelines: * One rescue unit/cart for 500 to 5,000 people in attendance (sustained attendance) * Two rescue units/carts for 5,000 to 10,000 people in attendance (sustained attendance) * One more rescue unit/cart per 5,000 additional people * One command person if two or more rescue units/carts are required
The	e number of rescue units and paramedics is determined according to attendance and other risk factors.
1.	Does your event require EMS medical standby services based on the guidelines above? YES_X NO
2، ۱	What is your estimated sustained attendance?
3.	On-site contact? NAME PHONE
	ninimum of 4 hours will be charged for all special event details. 45 minutes will be added to the pre and post ent times (totaling 1.5 hours), allowing for travel and preparation for the event.

POLICE DEPARTMENT OUESTIONNAIRE No__X_ 1. Does your event require use of police vehicles? Yes ___ If yes, A Hold-Harmless Agreement must be signed and Liability coverage of a minimum of ONE MILLION DOLLARS must be provided. 2. Is this a new or previously held event? New___X_ Previous _____ If yes, Previous date(s)?_____ 3. Any established security, traffic, or other appropriate plan(s)? Yes No If yes, besides Fort Lauderdale Police, who will you be using for this plan? (private security company, volunteers, etc.) 4. Do you have an established detail of off-duty officers? Yes No If yes, who is your Police department contact? 5. Any notable entertainers or special circumstances scheduled for your event? Who/What? 6. Is there alcohol being sold or given away? 7. Are there any road closures required? Yes X If so what roads/intersections? KCW 600 S.E. 3rd Ave., point of start for this to Huizenga Park32 E. Las Olas in Ft Lauderdale 8. What is your estimated attendance? 5000 I understand the off duty rate for Police personnel for ALL special events is calculated at a 3-hour minimum rate, I also understand there is a 24 hour cancellation requirement to avoid the 3 hour minimum payment per officer. The hourly rate and costs to be incurred by the event organizer will be quoted on the City of Ft. Lauderdale Special Events "Cost Estimate" worksheet developed at the Special Events logistics meeting and provided to the organizer. All payments will be paid within two (2) weeks of the payroll being submitted. Name Date

Total Travel Estimate: 0.47 miles - about 1 minute



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NAME OF DOCUMENT: Event Agreements with the City of Fort Lauderdale as follows: Event Agreements and Related Road Closings: 1) Off the Hookah Car Show; 2) Great Strides Fort Lauderdale; 3) MADD Dash; 4) Walk for KID; 5) G.I.V.E (Get Involved Volunteer Expo); 6) Fiesta Fabuloso Cinco de Mayo Celebration; 7) Above the Influence March Rally; and 8) Relay for Life.
Approved Comm. Mtg. on April 2, 2013 CAM# 13-0458
TEM: ☑ M-01 ☐ PH ☐ O ☐ CR ☐ R '
Also attached: copy of CAR copy of document ACM Form # originals
By: forwarded to:
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.
Capital Improvement Projects 2.) Approved as to Funds Available: by
Amount Required by Contract/Agreement \$ Funding Source: Dept./Div Index/Sub-object Project #
Alarry A. Stewart Cole CopertinoX Robert B. Dunckel Ginger Wald D'Wayne Spence Paul G. Bangel DJ Williams-Persad
Approved as to content: Assistant City Manager: By: By: Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager
5.) Acting City Manager: Please sign as indicated and forward :# originals to Mayor. 5.) 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 one original document and forwards original documents to
Copy of document to Original Route form to Attach certified copies of Reso. # Fill-in date