

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

CHRISTIAN CAMANDONA, an individual, on behalf of Floranada Parent-Teacher Association, whose mailing address is 5251 NE 14 Way, Fort Lauderdale, Florida 33334 and who is referred to hereinafter as "Applicant" or "Sponsor".

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

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

WHEREAS, on ^{Jan 6} ~~Feb 7~~, 2015, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City officials to execute this Agreement.

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

The foregoing recitals are true and correct, and:

1. Effective Date.

The Effective Date of this Agreement is the date upon which City Commission approval is granted.

2. Outdoor Event.

The Applicant is permitted to operate or sponsor the "Floranada Day" (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 includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's fire department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a number specified by the requirements established by the City's building and zoning department.
- (3) The Applicant shall coordinate with staff of the City's building department 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 food service 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 control. 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 control plan.
- (7) In advance of the Event the Applicant shall submit a written plan to the City's fire department that regards fire safety. 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 plan.
- (8) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of no less than one million dollars 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 no less than of five hundred thousand dollars. 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, grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's parks and recreation department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

4. Restoration of public property.

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

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

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 or the Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare.

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

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 constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

12th IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the
day of August, 2015.

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A. Johnson
Jeanette A. Johnson

[Witness print/type name]

Donna M. Samuda

DONNA M. SAMUDA

[Witness print/type name]

[Signature]
Mayor

[Signature]
City Manager

(CORPORATE SEAL)

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

WITNESSES:

[Handwritten signature]

CHRISTIAN CAMANDONA, an

individual, on behalf of the Floranada Parent-Teacher Association

Brecken Nipp

[Handwritten signature]

[Witness print/type name]

By Christian Camandona

President / PTA

[Print/type name and title]

[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of January, 2015 by Christian Camandona, an individual. He/She is personally known to me or has produced Drivers license as identification.

(SEAL)

[Handwritten signature]

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

Kenya J. Peterman

Name of Notary Typed, Printed or Stamped

My Commission Expires:

FF177080 11/17/18

Commission Number



KENYA J. PETERMAN
MY COMMISSION # FF 177080
EXPIRES: November 17, 2018
Bonded Thru Budget Notary Services

SCHEDULE ONE

- 1 Name of Applicant: Floranada Elementary Parent Teacher Association
- 2 Name of Outdoor Event: Floranada Day
- 3 Date of Setup: Saturday, February 7, 2015
- 4 Time of Setup: 6:00am
- 5 Date of Event: Saturday, February 7, 2015
- 6 Time of Event: 6:00pm- 6:00pm
- 7 Date of Breakdown: Saturday, February 7, 2015
- 8 Time of Breakdown: 6:00pm
- 9 Event Location: Floranada Park- 5251 NE 14th Terrace
- 10 Road Closings: No
- 11 Alcohol: No



Memorandum

To: Cynthia A. Everett, City Attorney

From: Jeff Meehan, Outdoor Event Coordinator

Date: December 17, 2014

Re: Request for Event Agreement

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

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

RS City Fire Department has reviewed the application and approved the proposed safety and staffing plan (contingent upon compliance with the Florida Fire Prevention Code and passing any required inspections).

JGM City Risk Manager has reviewed and approved the Certificate of Insurance.
___ comprehensive general liability insurance, one million dollars (\$1,000,000).
___ liquor liability insurance, five hundred thousand dollars (\$500,000).

JLM City Building Department has reviewed and approved the proposed use of temporary structures and electrical facilities.

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

JP Other City Department: Personnel L has reviewed and approved the proposed plan.

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