

DOCUMENT ROUTING FORM

missing # 143
① 0012-04 ✓ 4/18/14

NAME OF DOCUMENT: Event Agreements with the City of Fort Lauderdale as follows: Event Agreements and Related Road Closings: 1) North Beach Village Winterfest Boat Parade event; 2) A Toast to Your Health; 3) Rio Vista Holiday Party; 4) Chanukah on Las Olas.

Approved Comm. Mtg. on November 19, 2013 CAM# 13-1450

ITEM: M-2 PH - O - CR - R

Routing Origin: CAO ENG. COMM. DEV. OTHER

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

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: _____
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 \$ _____ Funding Source: _____

Dept./Div. _____ Index/Sub-object _____ Project # _____

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

Harry A. Stewart _____ Cole Copertino X Robert B. Dunckel _____
Ginger Wald _____ D'Wayne Spence _____ Paul G. Bangel _____
Carrie Sarver _____ DJ Williams-Persad _____

4.) 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.

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 one original document and forwards _____ original documents to _____
 Copy of document to _____ Original Route form to _____
 Attach _____ certified copies of Reso. # _____ Fill-in date

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

UNION PLANTERS (E&A), LLC, a foreign limited liability company organized under the laws of Florida, whose principal place of business is 1221 Main Street, Suite 1000, Columbia, South Carolina 29201, and who is referred to hereinafter as "Applicant" or "Sponsor".

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

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

WHEREAS, on November 19, 2013, 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 "A TOAST TO YOUR HEALTH" (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 and Site Plan, which is attached hereto and made a part hereof.

3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) 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 Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.

- (9) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (10) In advance of the Event the Applicant shall submit a written plan to the City'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.
- (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 15-1 83 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this
the 14th day of April, 2014.

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A. Johnson
Jeanette A. Johnson
[Witness print/type name]

Miranda Scott
MIRANDA SCOTT
[Witness print/type name]

[Signature]
Mayor

[Signature]
City Manager

ATTEST:

Jonda K. Joseph
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

WITNESSES:

UNION PLANTERS (E&A), LLC

By: Edens Limited Partnership, a Delaware limited partnership, its sole member

By: Edens GP, LLC, a Delaware limited liability company, its sole general partner

By: [Signature]
Terry S. Brown
Chief Executive Officer
and Manager

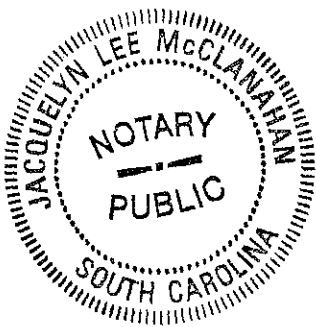
[Signature]
Holly W Aycock
[Witness print/type name]

[Signature]
Ashley E Knight
[Witness print/type name]

STATE OF SOUTH CAROLINA :
COUNTY OF RICHLAND :

The foregoing instrument was acknowledged before me this 18th day of November, 2013, by TERRY S. BROWN as CHIEF EXECUTIVE OFFICER AND MANAGER of EDENS GP, LLC, general partner of Edens Limited Partnership, which is the sole member of UNION PLANTERS (E&A), LLC. He is personally known to me or has produced _____ as identification.

(SEAL)



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

Jacquelyn L. McClanahan
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/28/14

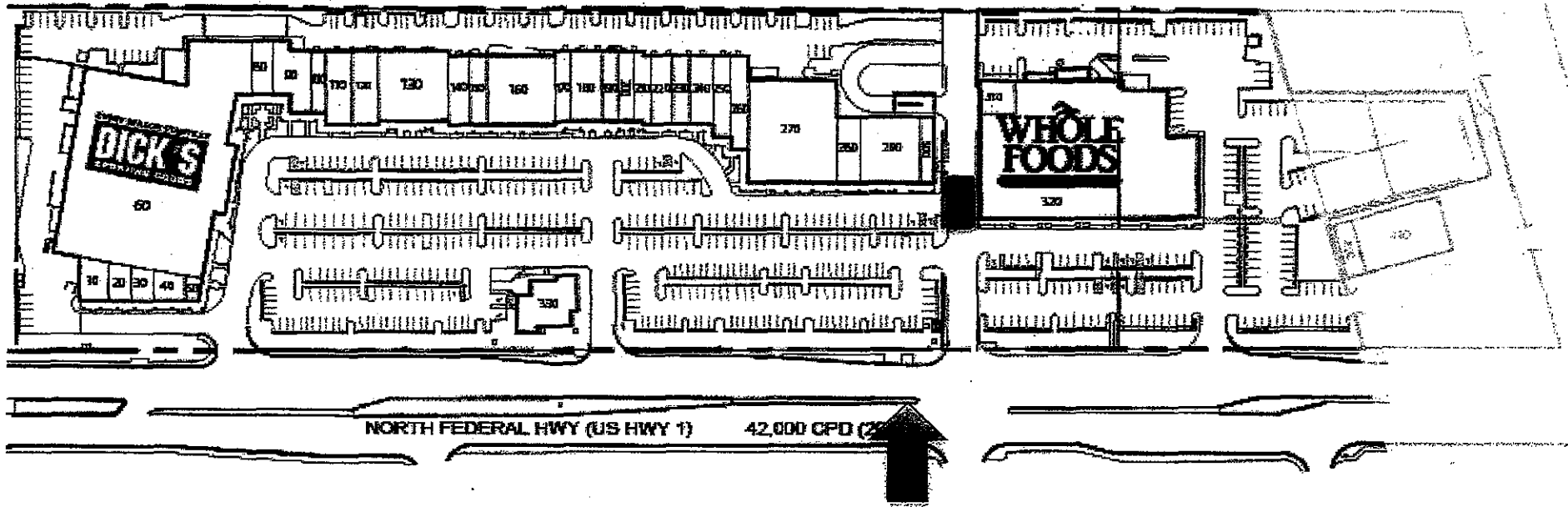
Commission Number – Not applicable

SCHEDULE ONE

- 1 Name of Applicant: Union Planters Plaza (E&A), LLC
- 2 Name of Outdoor Event: A Toast to Your Health
- 3 Date of Setup: Saturday, December 14, 2013
- 4 Time of Setup: 9:00am
- 5 Date of Event: Saturday, December 14, 2013
- 6 Time of Event: 10:00am- 2:00pm
- 7 Date of Breakdown: Saturday, December 14, 2013
- 8 Time of Breakdown: 2:00pm
- 9 Event Location: Whole Foods Market- 2000 N. Federal Hwy
- 10 Road Closings: No
- 11 Alcohol: No

Holiday Treats & Eats/WFM Grand Re-opening EDENS.

Saturday, December 13-15, 2013
OPERATIONAL LOGISTICS



- Shutting down the elevated speed bump area between WFM Fort Lauderdale and Best Buy Mobile
- Barriers will be in place
- Movie night, yoga class, cooking demos, jazz brunch to take place

 EDENS.

Union Planters Plaza
Fort Lauderdale, FL

Memorandum

To: Cynthia A. Everett, City Attorney

From: Jeff Meehan, Outdoor Event Coordinator

Date: October 23, 2013

Re: Request for Event Agreement

Holiday Event & Whole Foods Market Grand Re-Opening 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:

WCC 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.

[Signature] 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) *is pending Risk Management Approval.*

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

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

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

[Signature] Other City Department: JMA has reviewed and approved the proposed plan.

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

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Foreign Limited Partnership**

EDENS OF SOUTH CAROLINA LIMITED PARTNERSHIP

Cross Reference Name

EDENS LIMITED PARTNERSHIP

Filing Information

Document Number	B12000000237
FEI/EIN Number	571102937
Date Filed	10/17/2012
State	SC
Status	INACTIVE
Last Event	REVOKED FOR ANNUAL REPORT
Event Date Filed	09/27/2013
Event Effective Date	NONE

Principal Address1221 MAIN STREET, SUITE 1000
COLUMBIA, SC 29201**Mailing Address**1221 MAIN STREET, SUITE 1000
COLUMBIA, SC 29201**Registered Agent Name & Address**C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324**General Partner Detail****Name & Address**

Document Number M06000006326

EDENS GP, LLC
1221 MAIN STREET, SUITE 1000
COLUMBIA, SC 29201**Annual Reports****No Annual Reports Filed**

Document Images

10/17/2012 -- Foreign LP

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Foreign Limited Liability Company**

EDENS GP, LLC

Filing Information

Document Number	M06000006326
FEI/EIN Number	571102458
Date Filed	11/15/2006
State	DE
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	03/20/2012
Event Effective Date	NONE

Principal Address1221 MAIN STREET, SUITE 1000
COLUMBIA, SC 29201

Changed: 04/20/2010

Mailing Address1221 MAIN STREET, SUITE 1000
COLUMBIA, SC 29201

Changed: 04/20/2010

Registered Agent Name & AddressC T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324**Manager/Member Detail****Name & Address**

Title MGR

BROWN, TERRY S
1221 MAIN STREET, SUITE 1000
COLUMBIA, SC 29201**Annual Reports**

Report Year	Filed Date
--------------------	-------------------

2011	04/14/2011
2012	04/17/2012
2013	03/29/2013

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11/15/2006 -- Foreign Limited	View image in PDF format

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Foreign Limited Liability Company**

UNION PLANTERS (E&A), LLC

Filing Information

Document Number	M11000004535
FE/EIN Number	571102937
Date Filed	09/09/2011
State	DE
Status	ACTIVE

Principal Address1221 MAIN STREET
SUITE 1000
COLUMBIA, SC 29201

Changed: 07/10/2012

Mailing Address1221 MAIN STREET
SUITE 1000
COLUMBIA, SC 29201

Changed: 07/10/2012

Registered Agent Name & AddressC T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324**Manager/Member Detail****Name & Address**

Title Managing Member

Edens Limited Partnership
1221 MAIN STREET
SUITE 1000
COLUMBIA, SC 29201**Annual Reports**

Report Year	Filed Date
2012	07/10/2012

2013 03/28/2013
2013 06/06/2013

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