

NAME OF DOCUMENT: Motion approving event agreements and related road closings: Tarpon Bend Anniversary Party, Downtown Himmarshee Labor Day Celebration, Tunnel to Towers, Glam-A-Thon, South Florida Walk for the Animals and Michelob Ultra 13.1 Fort Lauderdale Half Marathon & 5K

Approved Comm. Mtg. on August 19, 2014 CAM# 14-0955

ITEM: ☐ CM - 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 \$ 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	_____	Robert B. Dunckel	_____
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
_____	_____	DJ Williams-Persad	_____		_____

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

By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, 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 original documents to

☐ Copy of document to Carla Foster, CAO ☒ Original Route form to Carla Foster, CAO

☐ Attach certified copies of Reso. # ☐ Fill-in date

2014 SEP 25 AM 8:36

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

DOWNTOWN HIMMARSHEE VILLAGE ASSOCIATION, INC., a non-profit corporation operating under the laws of Florida, whose principal place of business is 305 S. Andrews Avenue, Suite 410, Fort Lauderdale, Florida 33301 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 August 19, 2014, 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 "DOWNTOWN HIMMARSHEE LABOR DAY CELEBRATION" ("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 & Site Map, which is attached hereto and made a part hereof.

3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) The Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the event application and determine necessary parking requirements.
- (5) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (6) If the Event includes use of tents, awnings, or canopies, in advance of the Event the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (7) In advance of the Event the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (8) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to

implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.

- (9) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.
- (10) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (11) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

4. Outdoor Event Site.

The City does not warranty that the event site will be available during the approval event period. Further, no such warranty is granted as to the suitability of the event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager.

5. Restoration of public property.

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property

that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

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

6. Reimbursement of expenses.

Should the City incur expenses as a result of the Event the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

7. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager and his designee, the Director of the City of Fort Lauderdale Parks and Recreation Department (referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission, suspend, modify or terminate the event or any portion upon his written determination or in the event any of the elements of the agreement are violated.

8. Compliance with laws.

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of

WITNESSES:

JoAnne m Purstell
JoAnne m Purstell

[Witness print/type name]

Ashley Alam

Ashley Alam
[Witness print/type name]

DOWNTOWN HIMMARSHEE
VILLAGE ASSOCIATION, INC.

By [Signature]

CHARLES G. BERGWIN, PRESIDENT

[Print/type name and title]

ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:

COUNTY OF Broward:

The foregoing instrument was acknowledged before me this 30 day of September, 2014, by CHARLES G. BERGWIN, as PRESIDENT of DOWNTOWN HIMMARSHEE VILLAGE ASSOCIATION, INC. He/She is personally known to me or has produced _____ as identification.

(SEAL)



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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

SCHEDULE ONE

- 1 Name of Applicant: Downtown Himmarshee Village Association, Inc
- 2 Name of Outdoor Event: Downtown Himmarshee Labor Day Celebration
- 3 Date of Setup: Sunday, August 31, 2014
- 4 Time of Setup: 12:00pm
- 5 Date of Event: Sunday, August 31, 2014, Monday, September 1, 2014
- 6 Time of Event: August 31st (12:00pm- 11:59pm), September 1st (12:00am- 2:00am)
- 7 Date of Breakdown: Monday, September 1, 2014
- 8 Time of Breakdown: 3:00am
- 9 Event Location: SW 2nd Street
- 10 Road Closings: Yes- SW 2nd Street between SW 2nd Ave and SW 3rd Ave August 31st (12:00pm) to September 1st (3:00am)
- 11 Alcohol: Yes

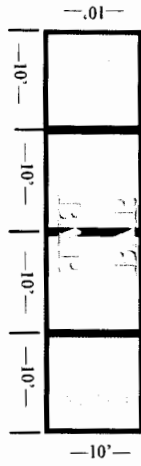
XXXXXX

SW 3rd Avenue

STAGE

SW 3rd Avenue

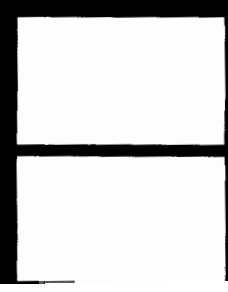
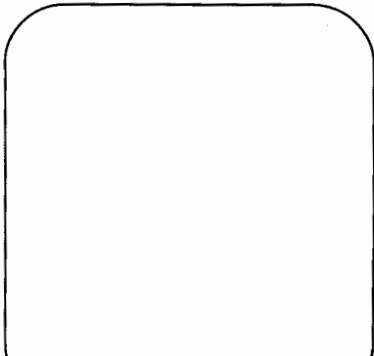
SW 2nd Street



XXXXXXXXXX

SW 3rd Avenue

SW 3rd Avenue



Memorandum

To: Cynthia A. Everett, City Attorney

From: Jeff Meehan, Outdoor Event Coordinator

Date: July 1, 2014

Re: Request for Event Agreement

Downtown Himmarshee Labor Day Celebration 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:

WCS 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.

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

J.M. 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).

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

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

AM Other City Department: PARKING has reviewed and approved the proposed plan.

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

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name**Florida Non Profit Corporation

DOWNTOWN HIMMARSHEE VILLAGE ASSOCIATION, INC.

Filing Information

Document Number	N10000001430
FEI/EIN Number	271881449
Date Filed	02/11/2010
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/26/2012
Event Effective Date	NONE

Principal Address

305 S. Andrews Avenue
Suite 410
FORT LAUDERDALE, FL 33301

Changed: 09/10/2013

Mailing Address

305 S. Andrews Avenue
Suite 410
FORT LAUDERDALE, FL 33301

Changed: 09/10/2013

Registered Agent Name & Address

Ellis, Eugenia D
305 S. Andrews Avenue
Suite 410
FORT LAUDERDALE, FL 33301

Name Changed: 04/11/2014

Address Changed: 09/10/2013

Officer/Director Detail**Name & Address**

Title P

Bergwin, Charles G
305 S. Andrews Avenue
Suite 410
FORT LAUDERDALE, FL 33301

Title VP

Kay, Tim
305 S. Andrews Avenue
Suite 410
FORT LAUDERDALE, FL 33301

Title Secretary

Paul, Aaron
305 S. Andrews Avenue
Suite 410
FORT LAUDERDALE, FL 33301

Title Treasurer

Abramoff, Aaron
305 S. Andrews Avenue
Suite 410
FORT LAUDERDALE, FL 33301

Title Director at Large

Ellis, Eugenia D
305 S. Andrews Avenue
Suite 410
FORT LAUDERDALE, FL 33301

Title Director At Large

Garrido, Mauro
305 S. Andrews Avenue
Suite 410
FORT LAUDERDALE, FL 33301

Title Driector at Large

Falsetto, Marc
305 S. Andrews Avenue
Suite 410
FORT LAUDERDALE, FL 33301

Annual Reports

Report Year	Filed Date
2013	01/29/2013
2013	09/10/2013
2014	04/11/2014

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State of Florida, Department of State