

**DOCUMENT ROUTING FORM** *of the Request 3/23/14*

NAME OF DOCUMENT: Event Agreements with the City of Fort Lauderdale as follows: Event Agreements and Related Road Closings: 1) Galt Ocean Wine & Food Festival, 2) Fort Lauderdale St. Patrick's Day Parade & Festival, 3) Fort Lauderdale Shamrock Run 4-Miler and Lucky Leprechaun Dash, and 4) New Times 17<sup>th</sup> Annual Beerfest

Approved Comm. Mtg. on February 18, 2014 CAM# 14-0197

ITEM:  M-O  PH -  O -  CR -  R  
 Routing Origin:  CAO  ENG.  COMM. DEV.  OTHER

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

By: *MS* forwarded to: \_\_\_\_\_

Initials

*[Signature]*  
 Department Director

1.) Approved as to Content:

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

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.

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

Amc \_\_\_\_\_ Funding Source: \_\_\_\_\_

Dep \_\_\_\_\_ x/Sub-object \_\_\_\_\_ Project # \_\_\_\_\_

3.) Originals to City Mgr. By: \_\_\_\_\_

Har *X* Robert B. Duncckel \_\_\_\_\_  
 Gin \_\_\_\_\_ Paul G. Bangel \_\_\_\_\_  
 Car \_\_\_\_\_

4.) \_\_\_\_\_  
 By: \_\_\_\_\_  
 Susanne Torriente, Assistant City Manager

RECEIVED  
 FT. LAUDERDALE  
 CITY ATTORNEY'S OFFICE  
 2014 MAR 20 AM 7:48

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

*5/22*

## 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

FORT LAUDERDALE ST. PATRICK'S DAY PARADE AND FESTIVAL, INC., a non - profit corporation organized under the laws of Florida, whose principal place of business is 305 South Andrews Avenue, Suite 301, 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 February 18, 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 "FORT LAUDERDALE ST. PATRICK'S DAY PARADE & FESTIVAL" (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,

Traffic Advisory Map and Parade Route, 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 is prohibited while on or within any public place, or while on or within any vehicle located in a public place, which public place is located within the beach area as defined in Section 5-3 of the Code of Ordinances of the City of Fort Lauderdale, Florida except as authorized as a City-approved special event.

#### **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. Limitation of Liability**

- (1) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City, if applicable, to Applicant pursuant to this Agreement.
- (2) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid, if applicable, by the City to Applicant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

#### **9 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.

#### **10. Venue.**

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

**11. Incorporation.**

This Outdoor Event Agreement, together with the attached Schedule One, Traffic Advisory Map and Parade Route, 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  
20<sup>th</sup> day of May, 2014.

WITNESSES:

Jeanette A. Johnson  
[Witness print/type name]

Jeanette A Johnson  
[Witness print/type name]

Miranda Scott  
MIRANDA SCOTT  
[Witness print/type name]

CITY OF FORT LAUDERDALE

[Signature]  
Mayor

[Signature]  
City Manager

ATTEST:

[Signature]  
City Clerk

Approved as to form:


[Signature]  
Assistant City Attorney



WITNESSES:

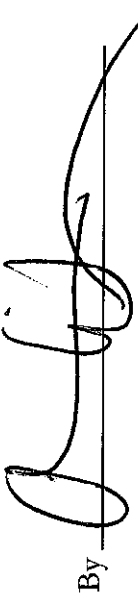
  
\_\_\_\_\_  
Kate Sheffield

[Witness print/type name]

  
\_\_\_\_\_  
Marti Brown

[Witness print/type name]

FORT LAUDERDALE ST. PATRICK'S  
DAY PARADE AND FESTIVAL, INC.

By 

CHRIS WREN, PRESIDENT

[Print/type name and title]

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Secretary

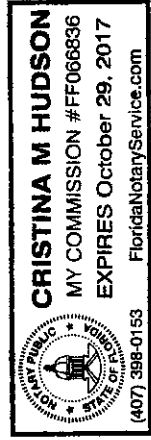
STATE OF FLORIDA:  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of February, 2014, by CHRIS WREN, as PRESIDENT of FORT LAUDERDALE ST. PATRICK'S DAY AND FESTIVAL, INC. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)



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



CRISTINA M. HUDSON  
\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Oct. 29, 2017

Commission Number

# Memorandum

To: Cynthia A. Everett, City Attorney

From: Jeff Meehan, Outdoor Event Coordinator

Date: January 29, 2014

Re: Request for Event Agreement

Fort Lauderdale St. Patrick's Day Parade & Festival 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.

WKS In addition, the following City Departments have reviewed and approved the plans: 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.

PS 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).

JAM City Risk Manager has reviewed and approved the Certificate of Insurance. Pending Risk Management Approval

comprehensive general liability insurance, one million dollars (\$1,000,000).

liquor liability insurance, five hundred thousand dollars (\$500,000).

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

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

PALANK Other City Department: PS has reviewed and approved the proposed plan.

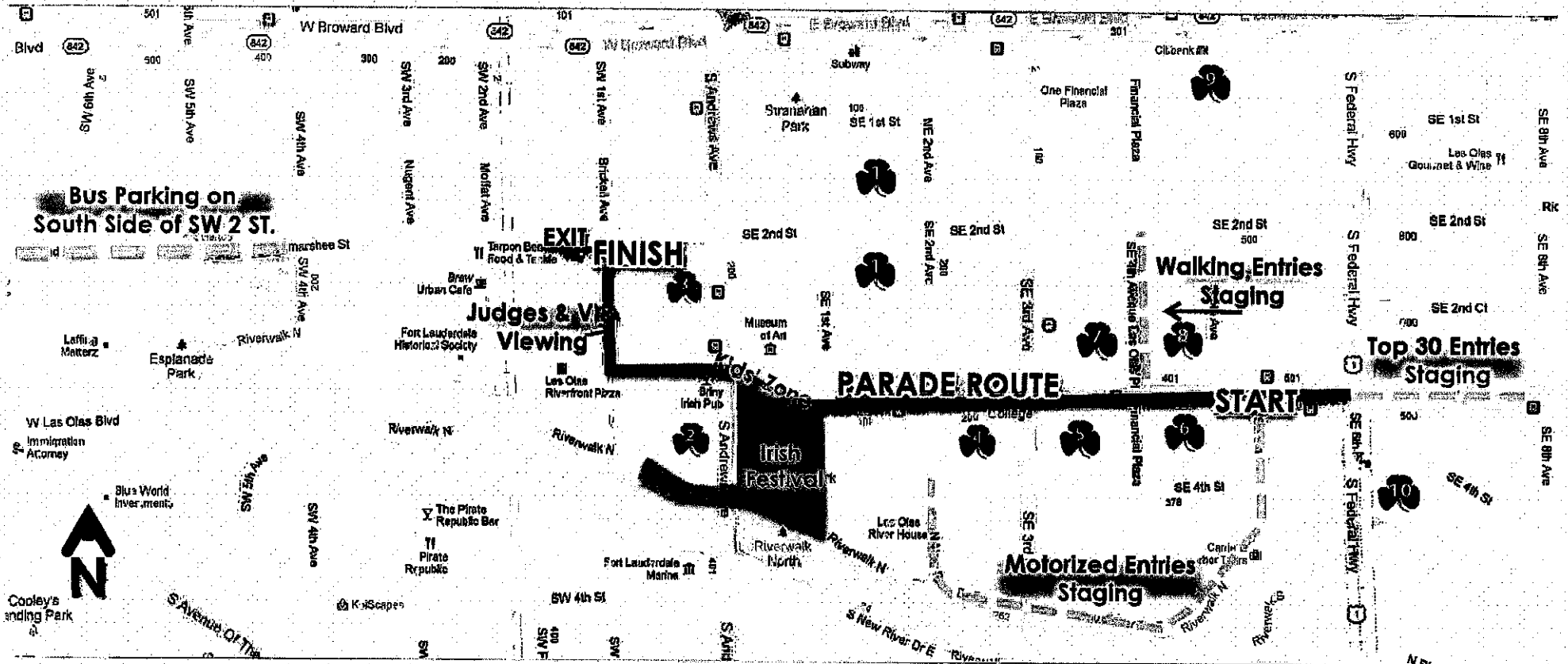
Please contact me at (954) 828-6075 if you have any questions. Thank you.

**SCHEDULE ONE**

- 1 Name of Applicant: Fort Lauderdale St. Patrick's Day Parade & Festival, Inc.
- 2 Name of Outdoor Event: Fort Lauderdale St. Patrick's Day Parade & Festival
- 3 Date of Setup: Friday, March 7, 2014
- 4 Time of Setup: 12:00pm
- 5 Date of Event: Friday, March 7, 2014 & Saturday, March 8, 2014
- 6 Time of Event: Friday, March 7, 2014 12:00pm - 1:00pm; Saturday, March 8, 2014 11:30am- 7:00pm
- 7 Date of Breakdown: Saturday, March 8, 2014
- 8 Time of Breakdown: 8:00pm
- 9 Event Location: Huizenga Plaza- 32 East Las Olas Blvd
- 10 Road Closings: Yes- Las Olas Blvd from SE 8th Ave to Andrews Ave to Brickell Ave between Andrews Ave and SW 2nd St. (see attached parade route)
- 11 Alcohol: Yes



# 2014 ST. PATRICK'S EVENT & PARKING MAP



From 7 a.m. to midnight, \$5 flat rate parking is available at the following location:

- 155 SE 2nd Street (City Park Garage)

From 7 a.m. to 4 p.m., \$5 flat rate parking is available at the following locations:

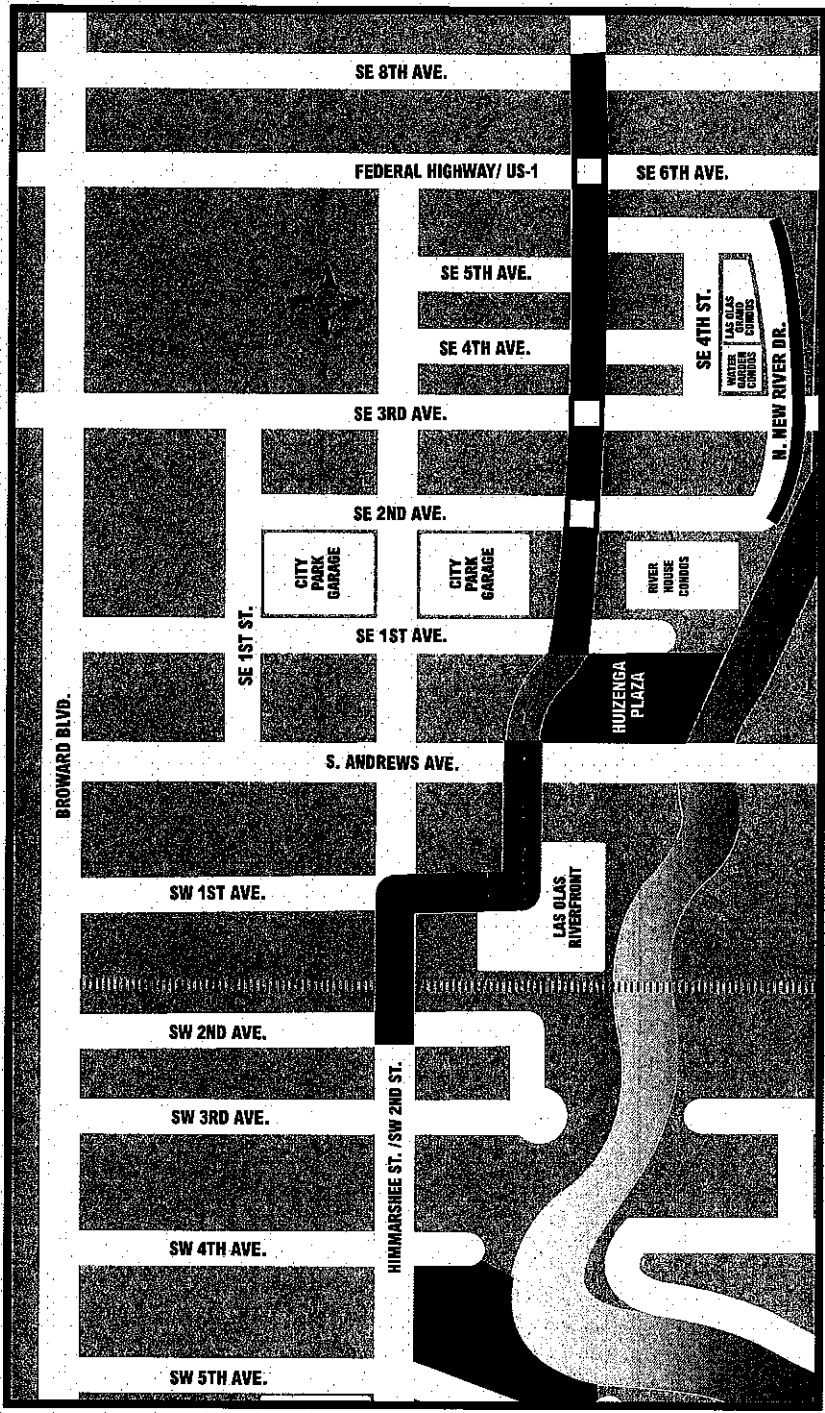
- One River Plaza, 305 S. Andrews Avenue,
- 200 Brickell, 200 Brickell Avenue
- New River Center, 200 E. Las Olas Boulevard,






- 350 E. Las Olas Boulevard
- 450 E. Las Olas Boulevard
- Plaza at Las Olas/301 E. Las Olas Place
- 401 E. Las Olas Boulevard (Bank of America Bldg); entrance on SE 2nd Street
- 500 E. Broward Blvd. (Broward Financial Center)
- Riverside Hotel Garage, 600 Sagamore Rd./SE 4 St.



[www.ftlaudirishfest.com](http://www.ftlaudirishfest.com)

# ST. PATRICK'S PARADE AND FESTIVAL TRAFFIC ADVISORY: MARCH 8TH & 9TH



-  E. Las Olas Boulevard from Andrews Avenue to S.E. 1st Avenue will be closed from Friday, March 8 at 7 a.m. to Saturday, March 9 at 9 p.m.
-  E. Las Olas Boulevard from S.E. 1st Avenue to S.E. 8th Avenue will be closed from approximately 7 a.m. to 4 p.m.
-  The intersections of E. Las Olas Boulevard and S.E. 2nd, 3rd and 6th Avenues will be closed from 11:15 a.m. to 3 p.m. These Avenues are anticipated to remain open for north and south-bound traffic until 11:15 a.m.
-  Additional temporary traffic closure of SW 1 Avenue in Riverfront and S.W. 2 Street from Andrews Avenue to S.W. 2 Avenue will occur from 11:00 a.m. to 3:00 p.m.
-  North New River Drive East eastbound lanes will be closed 8:00 a.m. to 2:00 p.m. During this timeframe, residents of the Watergarden and the Las Olas Grand condominiums are to use SE 3 Avenue/SE 4 Street for entrance and exit. Residents of the Las Olas River House condominiums are to use SE 3 Avenue/New River Center parking garage driveway for entrance and exit.

Business and residential traffic south of E. Las Olas Boulevard and west of US 1 /Federal Highway should use S.E. 3rd Avenue and S.E. 4th Street to enter/exit the neighborhood, approaching from SE 6 Street on SE 3 Avenue.

Business and residential traffic south of E. Las Olas Boulevard and east of US 1/Federal Highway should use S.E. 8th Avenue or S.E. 11th Avenue to enter/exit the neighborhood.

Any residents who live directly inside a closure will still be allowed to/from their homes but may need to use a detoured route. Traffic congestion and delays should be expected throughout the day.



For more information, visit  
[www.ftlaudirishfest.com](http://www.ftlaudirishfest.com)



SE 3 Ave/SE 6 Street  
 Nbound SE 3 Ave  
 Day of event  
 ST PATS PARADE  
 RESIDENT/BUSINESS ONLY

16000 Las Oias - Wbound  
 Day of event  
 Las Oias Closed 12am-9pm  
 detour SE 15 Ave

\*To be set up in accordance  
 with TA 20 of the MUTCD

Labels on the map include: SE 1st St, SE 2nd St, SE 3rd St, SE 4th St, SE 5th St, SE 6th St, SE 7th St, SE 8th St, SE 9th St, SE 10th St, SE 11th St, SE 12th St, SE 13th St, SE 14th St, SE 15th St, SE 16th St, SW 1st St, SW 2nd St, SW 3rd St, SW 4th St, SW 5th St, SW 6th St, SW 7th St, SW 8th St, SW 9th St, SW 10th St, SW 11th St, SW 12th St, SW 13th St, SW 14th St, SW 15th St, SW 16th St. Street names include: N Broward Blvd, N Federal Hwy, N Dixie Hwy, N University Blvd, N W 13th St, N W 12th St, N W 11th St, N W 10th St, N W 9th St, N W 8th St, N W 7th St, N W 6th St, N W 5th St, N W 4th St, N W 3rd St, N W 2nd St, N W 1st St, S W 13th Ave, S W 12th Ave, S W 11th Ave, S W 10th Ave, S W 9th Ave, S W 8th Ave, S W 7th Ave, S W 6th Ave, S W 5th Ave, S W 4th Ave, S W 3rd Ave, S W 2nd Ave, S W 1st Ave. Other labels include: 'ROAD CLOSED', 'LOCAL TRAFFIC ONLY', and 'VARIABLE MESSAGE BOARD'.

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

FORT LAUDERDALE ST. PATRICK'S DAY PARADE AND FESTIVAL, INC.

Filing Information

**Document Number** N09000010225  
**FEI/EIN Number** 271150497  
**Date Filed** 10/20/2009  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 10/03/2011  
**Event Effective Date** NONE

Principal Address

305 SOUTH ANDREWS AVENUE  
SUITE 301  
FORT LAUDERDALE, FL 33301

Mailing Address

305 SOUTH ANDREWS AVENUE  
SUITE 301  
FORT LAUDERDALE, FL 33301

Registered Agent Name & Address

KATE, SHEFFIELD  
305 S. ANDREWS AVENUE  
301  
FORT LAUDERDALE, FL 33301

Name Changed: 10/03/2011

Address Changed: 10/03/2011

Officer/Director Detail**Name & Address**

Title P

WREN, CHRIS  
305 SOUTH ANDREWS AVENUE, SUITE 301  
FORT LAUDERDALE, FL 33301

## Title VP

SHEFFIELD, KATE  
305 SOUTH ANDREWS AVENUE, SUITE 301  
FORT LAUDERDALE, FL 33301

## Title S/T

MCGOVERN, TIM  
1350 W. BROWARD BOULEVARD  
FORT LAUDERDALE, FL 33312

Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2011	10/03/2011
2012	01/12/2012
2013	01/28/2013

Document Images

<a href="#">01/28/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/03/2011 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/24/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2010 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">10/20/2009 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

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State of Florida, Department of State