

**CONSENT AGENDA PUBLIC COMMENT****CONSENT AGENDA****Approval of the Consent Agenda****Approve the Consent Agenda**

**Yea:** 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

**CONSENT MOTION**

**CM-1** 24-0309 Motion Approving Temporary Beach License and Outdoor Event Agreements for FlockFest 2024 and SEFAA's 27th Annual Volleyball Tournament - (Commission Districts 2 and 4)

**APPROVED**

**Yea:** 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

**CM-2** 24-0271 Motion Approving a Second Amendment to the Agreement between Broward County and the City of Fort Lauderdale for the Leasing of Real Property Located at 80 SW 1st Avenue - (Commission District 4)

**APPROVED**

**Yea:** 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

**CM-3** 24-0333 Motion Approving a First Amendment to the Agreement between Limousines of South Florida, Inc. and the City of Fort Lauderdale for the Community Shuttle Service - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

**Yea:** 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

**CM-4** 24-0368 Motion Authorizing Settlement of Workers' Compensation Claim in Michael Dew v. City of Fort Lauderdale, Case No. 24-001544MJR - \$140,000 - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

**Yea:** 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis



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## Detail by Entity Name

Florida Not For Profit Corporation  
FLOCKFEST EVENTS INC.

### Filing Information

**Document Number** N18000007655  
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**Date Filed** 07/13/2018  
**State** FL  
**Status** ACTIVE

### Principal Address

113 NE 20th Court  
Wilton Manors, FL 33305

Changed: 01/30/2023

### Mailing Address

PO Box 70384  
OAKLAND PARK, FL 33307

Changed: 06/25/2020

### Registered Agent Name & Address

Top Accounting and Bookkeeping, LLC  
2480 E Commercial Blvd  
Suite 3  
FORT LAUDERDALE, FL 33308

Name Changed: 01/30/2023

Address Changed: 01/30/2023

### Officer/Director Detail

#### **Name & Address**

Title P

CRAWFORD, STEVEN B  
1736 NE 28TH STREET  
WILTON MANORS, FL 33334

Title TR

Santos, Emanuel  
819 NE 23rd Drive Apt 4  
Wilton Manors, FL 33305

Title Director

SMILEY, BRIAN N  
1536 BREWSTER DRIVE  
CARROLLTON, TX 75010

Title Director

Young, Ryan  
3691 NW 5th Ave  
Oakland Park, FL 33309

Title Director

Patterson, Joe  
5700 NE 22nd Terrance  
Fort Lauderdale, FL 33308

Title Secretary

Johnson, Dan  
4610 Bayview Drive  
Fort Lauderdale, FL 33308

Title Director

Santos, John  
819 NE 23rd Drive Apt 4  
Wilton Manors, FL 33305

Title Director

Blunt, Eddie Willis  
821 NW 44 Ave  
Coconut Creek, FL 33066

Title Director

Behler, Bud  
540 NE 15th Court  
Fort Lauderdale, FL 33304

**Annual Reports**

Report Year	Filed Date
2023	01/30/2023
2024	01/04/2024

2024

01/25/2024

**Document Images**

<a href="#"><u>01/25/2024 – AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/04/2024 – ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/09/2023 – AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/30/2023 – ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/12/2022 – ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/21/2021 – ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>06/25/2020 – ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/12/2019 – ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>07/13/2018 – Domestic Non-Profit</u></a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#24-0309**

**TO:** Honorable Mayor & Members of the Fort Lauderdale City Commission

**FROM:** Greg Chavarria, City Manager

**DATE:** April 16, 2024

**TITLE:** Motion Approving Temporary Beach License and Outdoor Event Agreements for FlockFest 2024 and SEFAA's 27<sup>th</sup> Annual Volleyball Tournament - (Commission Districts 2 and 4)

**Recommendation**

Staff recommends the City Commission approve temporary beach license and outdoor event agreements, in substantially the form attached, with FlockFest Events Inc. and South East Florida Apartment Association, Inc., and authorize the City Manager to execute the agreements.

**Background**

City staff has been working closely with the event organizers regarding event topics, such as logistics, maintenance, and security as detailed below. The Police Department recommends approval of the closing of the City streets where appropriate, and event parking has been satisfactorily arranged. When applicable, amplified music was discussed, and the event organizers were advised of the noise ordinance and possible concerns.

The organizers will pay for all event costs and submit the required certificates of insurance. The agreements provide that the organizer will pay \$500 per day for use of the beach. The event organizers will also secure all other necessary permits and licenses that are required from other agencies. Civic and merchant associations have been notified, as appropriate, regarding events in their areas. Event details are included in the event application as attached.

Where applicable, the City Commission authorizes amplified music for the events listed below.

Authorization for the execution of the event agreement is contingent upon the City Attorney's Office receiving and approving a validly executed agreement.

<b><u>Event 1:</u></b>	FlockFest 2024 (Districts 2 and 4)
<b>Applicant:</b>	FlockFest Events Inc.
<b>Date/Time:</b>	Saturday, July 6, 2024 (11:00am – 4:00pm)
<b>Location:</b>	Fort Lauderdale Beach Park 1100 Seabreeze Blvd Fort Lauderdale, FL 33316

Set Up Date/Time:	Friday, July 5, 2024 (9:00am – 4:00pm)
Breakdown Date/Time:	Saturday, July 6, 2024 (4:00pm – 8:00pm)
Road Closing:	No
Alcohol:	Yes
Amplified Music:	Saturday, July 6, 2024 (11:00am – 4:00pm)
Special Permission:	No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$200
Beach Fee:	\$1000 (\$500 x 2 days)

- **The Central Beach Alliance has expressed concern regarding event taking place on 4<sup>th</sup> of July Weekend.**
  - **FLPD has ensured this is not a concern on their end.**

<b>Event 2: SEFAA's 27<sup>th</sup> Annual Volleyball Tournament (Districts 2 and 4)</b>	
Applicant:	South East Florida Apartment Association, Inc.
Date/Time:	Friday, May 17, 2024 (9:00am – 6:00pm)
Location:	Fort Lauderdale Beach Park (Volleyball area) 1100 Seabreeze Blvd Fort Lauderdale, FL 33316
Set Up Date/Time:	Friday, May 17, 2024 (5:00am – 9:00am)
Breakdown Date/Time:	Friday, May 17, 2024 (6:00pm – 7:00pm)
Road Closing:	No
Alcohol:	No
Amplified Music:	Friday, May 17, 2024 (9:00am – 6:00pm)
Special Permission:	No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$200
Beach Fee:	\$500 (\$500 x 1 day)

**Resource Impact**

Revenue related to these agreements is included in the FY 2024 operating budget in the accounts listed below.

**Funds available as of March 14, 2024**

ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT / ACTIVITY NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-6025-574-347-200-PKR029	Community Events	Charges for Service/ Nonsponsor Charges – Spec Event Fees	\$90,000	\$13,750	\$1900
<b>TOTAL AMOUNT ►</b>					<b>\$1900</b>

**Strategic Connections**

This is a 2024 Commission Priority, advancing Public Places initiative.

This item supports the 2029 Strategic Plan, specifically advancing:

- The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We are Here.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Place specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Area
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our city.

**Attachments**

- Exhibit 1 – FlockFest 2024 Application
- Exhibit 1a - FlockFest 2024 Site Plan
- Exhibit 1b - FlockFest 2024 Agreement
- Exhibit 2 – SEFAA’s 17<sup>th</sup> Annual Volleyball Tournament Application
- Exhibit 2a – SEFAA’s 17<sup>th</sup> Annual Volleyball Tournament Site Plan
- Exhibit 2b – SEFAA’s 17<sup>th</sup> Annual Volleyball Tournament Agreement
- Exhibit 3 – May 2024 Special Event Calendar
- Exhibit 4 – July 2024 Special Event Calendar

Prepared by: Brittany Henry, Special Events Coordinator, Parks and Recreation Department

Department Director: Carl Williams, Parks and Recreation Department  
Parks and Recreation

**CITY OF FORT LAUDERDALE**  
**TEMPORARY BEACH LICENSE**  
**AND**  
**OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation, with its principal address located at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "City",

and

**FLOCKFEST EVENTS INC.**, a Florida not for profit corporation, with its principal address located at 113 NE 20<sup>th</sup> Court, Wilton Manors, Florida 33305 and is hereinafter referred to as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event at the **Fort Lauderdale Beach, directly across from the Bahia Mar Fort Lauderdale Beach Hotel**, 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 16, 2024, by Motion, the City Commission of the City of Fort Lauderdale authorized the City Manager to execute this Temporary Beach License and Outdoor Event Agreement (hereinafter "Agreement").

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

Parties agree 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 “**FLOCKFEST 2024**” (referred to hereinafter as the “Event”) outdoors only at the location(s) and time(s) set forth in the attached Schedule 1 (“Exhibit 1”) and Site Plan (“Exhibit 2”), which are attached hereto and made a part hereof.

**3. Temporary Beach License General Terms**

- (1) Pursuant to Section 8-55, City of Fort Lauderdale Code of Ordinances, the City shall grant a Temporary Beach License at such times and in such areas described herein.
- (2) Pursuant to Section 8-54, City of Fort Lauderdale Code of Ordinances, Applicant shall be permitted to sell food, non-alcoholic beverages and Event merchandise at such times and in such areas described herein.
- (3) The Applicant agrees to pay \$500.00 for each event use of the beach.

**4. 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. This shall be evidenced by a permit by the appropriate entity.
- (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) The Applicant shall pay for the expense of all city services provided as a result of the Event identified by City staff prior to the Event. 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) In advance of the Event the Applicant shall submit a written plan to the City Manager that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, and 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 Manager or his designee has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (9) 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.
- (10) If the event includes the sale, possession, or consumption of alcohol within the beach area, the Applicant shall submit:
  - (1) a written plan designating the event dates and hours for sale of alcoholic beverages, and
  - (2) a written plan for enclosing, restricting or controlling access to the special event area, which must be approved by the police, City Manager or his designee and any other governmental agency that may have jurisdiction;
- (11) Pursuant to Section 16-154(1)(b) of the Code of Ordinances of the City of Fort Lauderdale, special event permittees are prohibited from using polystyrene products, or utilizing polystyrene food and beverage packaging while serving or preparing food or beverages or providing polystyrene products to anyone while operating or located on City facilities or City

property. The City may revoke the special event permit immediately if this section is violated. This subsection shall not apply to expanded polystyrene food and beverage packaging that was packaged outside of the City and sealed prior to receipt by the special event permittee.

## **5. Insurance.**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

### Liquor Liability

Contractor shall provide evidence of coverage for liquor liability in an amount not less than \$500,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage already applies to this Agreement.

### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

### Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements.

All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**6. 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 City Manager's Office. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**7. Reimbursement of expenses.**

Applicant shall reimburse the City for all expenses, including but not limited to, police, fire/EMS, parking, parks and recreation and sanitation services. Should the City incur expenses as a result of the Event the City shall provide the Applicant with an invoice of all expenses. Within fourteen (14) 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 City Manager's Office. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**8. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Applicant and Applicant's subcontractors that are related to this Agreement. Applicant shall keep and Applicant shall cause Applicant's subcontractors to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Applicant and Applicant's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Applicant or Applicant's subcontractors, as applicable, shall make same available at no cost to the City.

Applicant and Applicant's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida all financial

records, supporting documents, statistical reports, and any other documents pertinent to this Agreement for the required retention period prescribed by Florida law.

**IF APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

**9. Notices.**

(a) Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement or any Assumption Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as Applicant may from time to time designate by notice as herein provided.

(b) All notices of default, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Greg Chavarria  
City Manager  
City Fort Lauderdale  
101 NE Third Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

With a copy to: Thomas J. Ansbro  
City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1605  
Fort Lauderdale, Florida 33301

AS TO APPLICANT: FLOCKFEST EVENTS INC.  
ATTN: Steven Crawford  
113 NE 20<sup>th</sup> Court  
Wilton Manors, FL 33305

**10. 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 City Manager's Office (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.

**11. 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.
- (4) 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.



## **12. Indemnification**

Applicant shall protect and defend at Applicant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with this Event or arising directly or indirectly out of any act or omission by the Applicant or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Applicant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

## **13. 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 \$100.00. 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 \$100.00.
- (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 \$100.00, 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 (2023).

## **14. 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.

## **15. Venue.**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

**16. Incorporation.**

This Temporary Beach License and Outdoor Event Agreement, together with the attached Schedule One and Outdoor Event 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:

  
\_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk



CITY OF FORT LAUDERDALE, a Florida  
municipal corporation.

BY:   
\_\_\_\_\_  
SUSAN GRANT  
Acting City Manager

Approved as to form and correctness:  
THOMAS J. ANSBRO, City Attorney

  
\_\_\_\_\_  
PATRICIA SAINTVIL-JOSEPH  
Assistant City Attorney

I HAVE READ AND FULLY UNDERSTAND THE ABOVE TEMPORARY BEACH LICENSE AND OUTDOOR EVENT AGREEMENT.

**APPLICANT/SPONSOR**

WITNESS

**FLOCKFEST EVENTS INC.**, a Florida not for profit corporation.

Carly Felix  
Signature

Steven B. Crawford  
STEVEN B. CRAWFORD, President

Carly Felix  
Print Name

[Signature]  
Signature

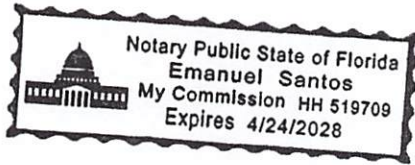
Kevin Crowley  
Print Name

CORPORATE SEAL

STATE OF FLORIDA:  
COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8 day of May, 2024, by **STEVEN B. CRAWFORD**, as President of **FLOCKFEST EVENTS INC.**, a Florida not for profit corporation.

[SEAL]



Emanuel Santos  
(Signature of Notary Public- State of Florida)

Emanuel Santos  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

# EXHIBIT 1

## Schedule 1

Applicant:	FlockFest Events Inc.
Event Name:	FlockFest 2024 (Districts 2 and 4)
Date/Time:	Saturday, July 6, 2024 (11:00am – 4:00pm)
Location:	Fort Lauderdale Beach Park 1100 Seabreeze Blvd, Fort Lauderdale, FL 33316
Set Up Date/Time:	Friday, July 5, 2024 (9:00am – 4:00pm)
Breakdown Date/Time:	Saturday, July 6, 2024 (4:00pm – 8:00pm)
Road Closing:	No
Alcohol:	Yes
Amplified Music:	Saturday, July 6, 2024 (11:00am – 4:00pm)
Special Permission:	No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$200
Beach Fee:	\$1000 (\$500 x 2 days)

EXHIBIT 2



# FlockFest

July 5-6, 2024

Fort Lauderdale Beach, Florida

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## Event Contacts

Name	Position	Phone Number
Steven Crawford	Event Coordinator	214-773-9098
Kevin Clevenger	Onsite Event Coordinator	954-529-4392
Cory Ziman	Logistics Coordinator	203-915-1643
Andrew Cox	Turtle Safety/Food Vendor Coordinator	336-692-3344

## Website/Social Sites

Platform	Name
Website	<a href="http://www.flockfestevents.org">www.flockfestevents.org</a>
Facebook	@flockfestevents
Instagram	@flockfestevents
TikTok	@flockfestevents

# FlockFest Events Mission

FlockFest is a strategic non-profit fundraising foundation that partners with other non-profits for transformational change. FlockFest plans, manages, and implements events that achieve fundraising goals and mission impact. FlockFest Events raises money and awareness for local non-profit organizations including the LGBTQ+ community.

## Vision/Goals

- Charitable Giving
- Sponsor Support
- Appreciate Volunteers
- Community Partnership

## FlockFest Principles

**F** - Fundraising  
**L** - Logistics  
**O** - Organization  
**C** - Communication  
**K** - Knowledge

## Charitable Giving

FlockFest promotes other non-profit organizations to build and support community partnerships through direct financial and in-kind donations.

### Financial Donations

FlockFest Events have a specific percentage or dollar amount donated to a designated beneficiary.

- Sponsorships Support
- Check Donations

### In-Kind Donations

FlockFest Events provides organizational expertise in planning and conducting events for our non-profit partners. These initiatives include, but not limited to:

- Event Management
- Event Planning
- Event Tickets
- Event Promotions/Marketing
- Event Staffing/Volunteering

### FlockFest Committee Leadership

<b>Position * (see appendix for Role Descriptions)</b>	<b>Name</b>
Sponsorship/Fundraising/Deliverables	Kevin Clevenger
Pre-Check In Events	John Santos
Check-In Station	Eman Santos
Inflatable Station	Gregg Granger
Logistics	Cory Ziman
Volunteer Coordinator	Bud Beehler
VIP Area Coordinator	Brian Smiley
VIP Area Assistant	Jeff Hudson
FlockFest Bar Manager	George Garcia
Website/Social Media/Marketing Manager	Steven Crawford
Safety and Security Director	Cory Ziman
Entertainment Tent Coordinator	Dan Johnson
Food Vendor Coordinator	Andrew Cox
Insurance or Release of Liability Director	Melba De Leon
Turtle Safety Coordinator	Andrew Cox
Cabana Social Director	Ryan Young
Community Events Coordinator	Eddie Willis-Blunt

Event Date/Time/Location

	Date	Times	Venue	Location
<i>Pre-CheckIn Party</i>	July 1, 2024	6pm - 9pm	TBD	Wilton Drive
<i>Pre-CheckIn Party</i>	July 2, 2024	6pm-9pm	TBD	Wilton Drive
<i>Pre-CheckIn Party</i>	July 3, 2024	6pm-9pm	TBD	Wilton Drive
<i>Leather &amp; Feathers</i>	July 4, 2024	9pm - 2am	Eagle Bar	Fort Lauderdale
<i>Flock the Block</i>	July 5, 2024	2pm - 10pm	LIT Bar	Wilton Drive
<i>FlockFest Beach Party</i>	July 6, 2024	11am - 4pm	Fort Lauderdale South Beach 1100 Seabreeze Blvd 333316	Fort Lauderdale, Florida
<i>Flamingo - Splash Pool Party</i>	July 7, 2024	12Noon-5pm	Easton - Courtyard Marriott Hotel	Wilton Drive

1. Date:

- o July 5-6, 2024

2. Location:

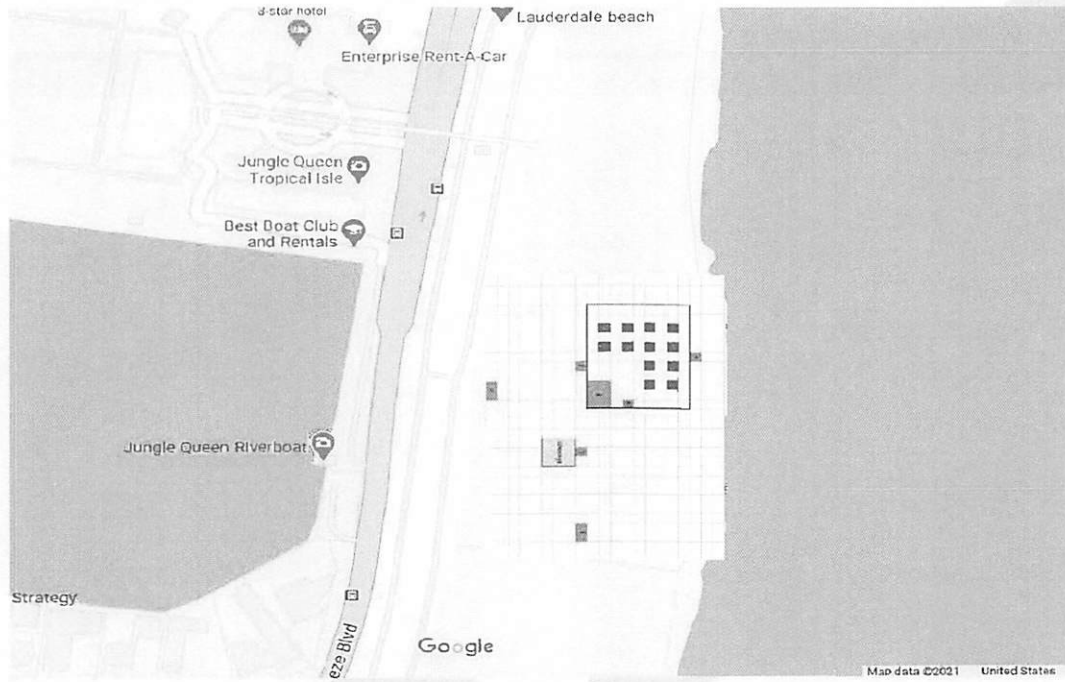
- o 1100 Seabreeze Blvd, Fort Lauderdale, FL 33316 (South Fort Lauderdale Beach - Behind public restrooms)

3. Times:

- o Setup Time:
  - Friday, July 5, 2024 7am-6pm

Only tent frames
- o Event Time:
  - Saturday, July 6, 2024 11am-4pm
- o Breakdown Time:
  - Saturday, July 6, 2024 4pm-8pm

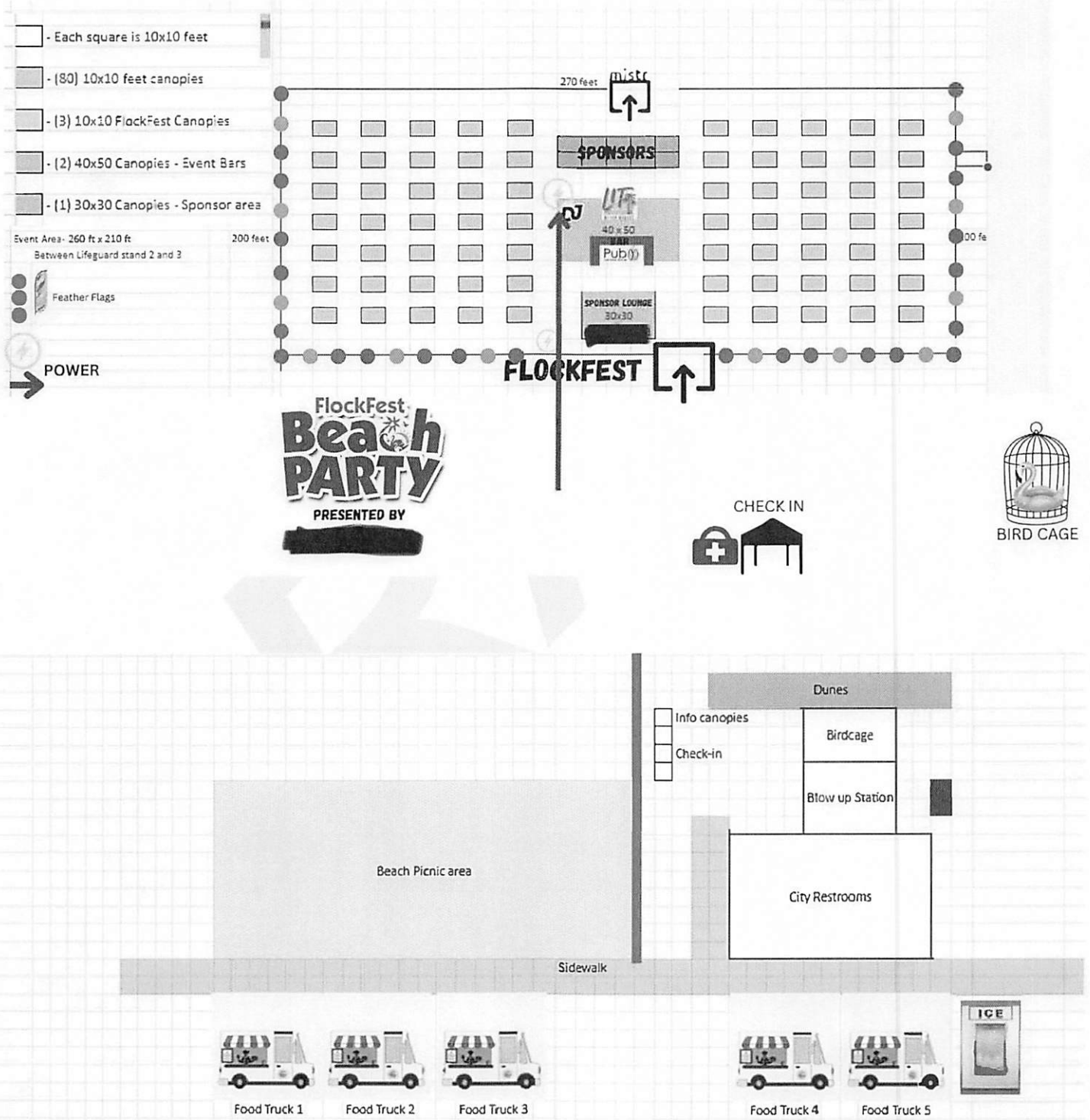
# Event aerial Site Map



DRAFT

# 1. Detailed Event Site Map

The event is located on South Beach of Fort Lauderdale – Between Lifeguard stations 2 & 3 (Near the public beach bathrooms)



## Parking

30 parking spaces for the dumpster for event trash, Icebox, 2 event truck parking, and 5 food vendors.

## Transportation

Encourage attendees to use ride-shares such as Uber, Lyft, Sun Trolley, Water Taxi, and taxi services. Beach parking and Beach garage parking will be available for those who drive.

## Beach Evacuation Plan

- The onsite Event Coordinator will work with lifeguards to communicate with all Staff members
- Announcements will be addressed by the DJ/Event Coordinator over the event sound system.
- An e-blast message will be sent out to all event ticket holders
- Message in both English and Spanish

## Medical Canopy

- Onsite medical tent during event hours open 11am-4pm.
- Medical canopy staffed by:
  - Contact info:

## Lifeguard Safety

- Request to hire 2 additional lifeguards to walk the beach during the event.
- Hours 1pm-4pm

## Turtle Safety

- AM Turtle sweep is around 6am. Our location is their first stop.
- Andrew Cox is a FlockFest Board Member. He previously worked for South Florida Wildlife and assisted with Past turtle beach sweeps. He will work with NOVA and STOP (Sea Turtle Oversight Patrol) to sweep the beach before set-up.
- All turtle nests will be roped off for protection.
- A social media blast will be sent to all attendees before the event – to be aware of possible turtle nests.
- EPA Permit - completed (Attached)

## Crowd Management Control Training

- All FlockFest Board members are required to take the online Crowd Management Control Course.

## Beach Cleaning

SNL Event Cleaning Company

Contact: Will (786) 290-5228

Description of service:

- 20 trash cans (not counting city trash cans)
- Dumpster for Event trash
  - Located in the Parking lot
- Trash/Recycle bins during the event
- Stock and maintain the public restrooms on-site. (per recommendation from City)
- Beach crew to walk the beach and clean up for after the event

## Canopy Provider

Infinite Event Rental & Services

Contact info: Vade (305) 890-8781

Description of service:

- Setup/Breakdown of rental Canopies
  - 1 30x40
  - 1 40x50
  - 80 10x10
- Canopy Permit (Pending city Permit)
- Exit signs and Fire extinguishers in each canopy larger 10x10

## Food Truck Provider

Food Truck Provider Name

Contact info

Description of service:

## Ice Provider

Fort Lauderdale Ice

Contact info: Shirley 954-587-8277

Description of service:

- Drop off the Ice Cooler in a reserved parking spot
- Pick-up Ice cooler at the end of the event after 4pm



## Barricade Provider

Infinite Event Rental & Services

Contact info: Vade (305) 890-8781

Description of service:

- o Setup/Breakdown of rental barricades
- o 100 metal barricades

## Insurance Provider

We Insure

Contact info: Alejandro 954-903-7519

Insurance in Both the City of Fort Lauderdale and FlockFest name

## Food and Alcohol

- Provided by local bar sponsors
  - o Liquor License (Pending City Permit)
  - Liquor Liability Insurance (Pending City Permit)

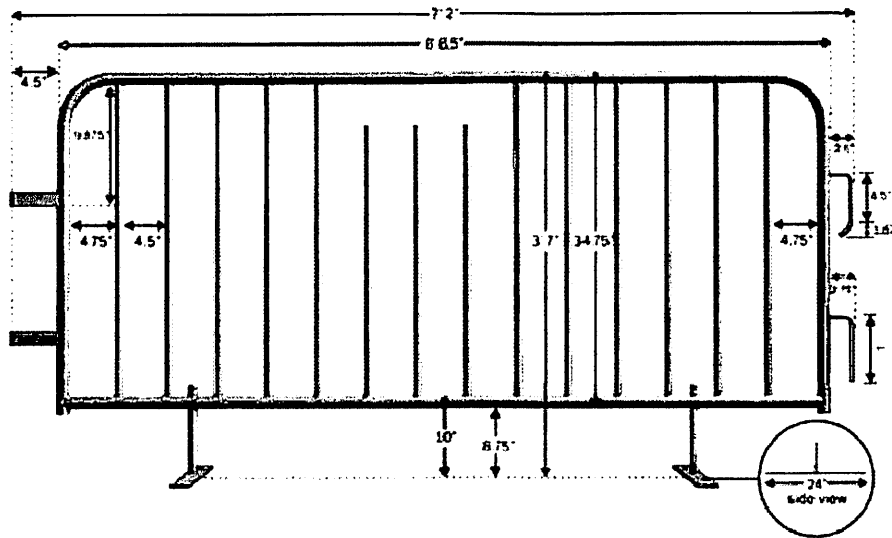
# Event Setup Plans

## 1. VIP area

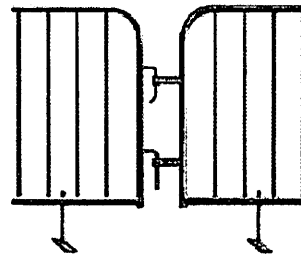
This area is reserved for VIP event attendees. This area will be barricaded and only event VIPs can access this area. Guests will be required to wear event bracelets to identify them as VIP guests. This area is   120   feet x  150  feet.

### Barricades

VIP area will be secure with 490 feet of barricades



Interlocking hook & sleeve system for security and safety



### Canopies

Below is the list of canopies in the VIP area. (barricaded area)

#### VIP Reserved Canopy

- 60 – 10x10 canopies set up close to water. 4 Rows of 8 canopies – each canopy space 10 feet apart. (Canopies provided by Infinite Rentals & Services)

*Food /Drink Canopy*

- 2 – 30x30 Canopy setup back of VIP area. This will be for Food/Drinks. (Canopies provided by Infinite Rentals & Services)
- 4 – Folding Table
- 4 – FlockFest Event Tablecloth
- 2 fans (one in each canopy)

*Entertainment Canopy (Sponsored by LIT Bar)*

- 1 – 40x50 Canopy setup in the middle of the event area. This will be for the DJ and small stage for the Swimsuit fashion show- Hosted by Andrew Christian
- 1 - small stage
- 4-5 pub tables (with tablecloths)
- DJ Table with FlockFest Tablecloth
- Sponsor banners
- 2 fans

*Medical Canopy*

- 1 – 10x10 Canopy setup back of the event area.
- 2 – Folding Table
- 4 – FlockFest Event Tablecloth
- 1 - Cot
- 1- fan

*Volunteer Canopy*

- 1 – 10x10 Canopy setup back of the event area.
- 2 – Folding Table
- 2 – FlockFest Event Tablecloth
- 6 - Folding chairs
- 1 - fan

*Sponsor Canopy*

- 1 – 20x30 setup near the entrance of the barricaded event area.
- 1 table with tablecloth
- living room-style seating
- 20x30 astroturf
- 2 fans
- Sponsor banners

## 2. "Birdcage"

The "Birdcage" is a space where we store the VIP flamingo floats. This is constructed using PVC pipes and bird netting. Need a volunteer to hand floats to VIP guests.

### Canopy

- 1 – 10x10 canopy setup to provide shade for the volunteer. This is the FlockFest Flamingo canopy

### Other items

- 1 – Folding chair

## 3. Check-in Area

This area is where guests will check-in for event.

### Canopies

- (2) 10x10 canopy will be used to provide shade for volunteers to work check-in details. These 2 canopies are owned by FlockFest. (Remember to us sand weights)

### Other items

- 1 – Small pub high-top Table
- 1 – 2 folding chairs

## 4. Pump Station

This area is an air pump station. Guests can make donations to charity (not required) and use an air pump to inflate their floats.

### Canopy

- 10x20 canopy will be used to provide shade while guests inflate floats. (This canopy is provided by Infinite Rentals & Services)

### Other items

- 1 – Small pub high-top Table
- 1 – 2 folding chairs

## 5. Parking Lot

This area will be used for Food vendors, Ice trailer, and event trash dumpster. 20 front parking spots will be reserved for these items (not Handicap spots) See Detailed Event Site Map for reserved spots.

### Food Vendors

- Name
- Name
- Name
- Name
- Name

### Trash Dumpster

- Dumpster for all event waste. This is provided/removed by Emerald Cleaning Services

### Ice Trailer

- Event Ice trailer provided by vendor for all ice needs.

## 6. Signage

- more details soon
- 

## Breakdown Plans

### 1. VIP area

- The Canopy vend breakdown all the canopies starting at 4pm
- 3 FlockFest canopies need to be loaded into a moving truck.
- Barricade vendor will remove all barricades from beach starting at 4pm

### 2. Food/Drinks Canopy

- The Canopy vend breakdown all the canopies starting at 4pm
- Return all unused event cups to moving truck
- All Trash to event dumpster located in parking lot

### 3. DJ Canopy

- 1 FlockFest canopy needs to be loaded into a moving truck.
- 1 Folding Table/Tablecloth
- All Sound system/cables need to be loaded into moving truck

#### 4. Birdcage

- Deflate all floats and store them for reuse
- Detach PVC pipes and zip tie them together.
- Load in Uhaul vehicle
- Return to storage

#### 5. Pump Station

- The Canopy vendor will breakdown all the canopies starting at 4pm
- Return folding table and chairs to moving truck

#### 6. Check-in Station

- 2 FlockFest canopies need to be loaded into a moving truck.
- 4 Folding Table/Tablecloth
- All unused check-in supplies boxed up

#### 7. Parking Lot

- Food Trucks will clean-up and leave
- Emerald Cleaning will remove trash dumpster
- Ice Vendor will remove Ice trailer

#### 8. Beach Cleaning

- Emerald Cleaning will have a beach cleaning crew
- Any available volunteer help sweep/clean beach

#### 9. Final Walk-through

- Emerald Cleaning owner will do a final beach sweep
- All FlockFest Board members will assist with final clean-up inspection

### Volunteers

#### 1. Setup

TBD (25 Volunteers)

#### 2. Event

TBD (25 Volunteers)

#### 3. Breakdown

TBD (50 Volunteers)

#### 4. Appreciation Brunch

- All volunteers are invited to the Appreciation Lunch (location and time TBD)

### Attachments

1. Broward County Uniform Building Permit Application
2. Event Insurance – We Insure
3. Liquor Liability Insurance
4. Event Sponsors
5. Liquor License Info

### Appendix



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

12

Today's Date: 06/25/2024

DOCUMENT TITLE: TEMPORARY BEACH LICENSE AND OUTDOOR EVENT AGREEMENT FOR FLOCKFEST 2024

COMM. MTG. DATE: 04/16/2024 CAM #: 24-0309 ITEM #: CM-1 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: M.Celetti/5001 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects 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, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Parks & Rec Router Name/Ext: B.HENRY/4349 # of originals routed: 1 Date to CAO: 6/25/2024

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 6/25/24 Patricia SaintVil-Joseph  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber C./CMO Date: 06/26/24

4) City Manager's Office: CMO LOG #: Jun 60 Document received from: CCO 6/26/24

Assigned to: SUSAN GRANT   
LAURA REECE  BEN ROGERS   
LAURA REECE as CRA Executive Director

APPROVED FOR S. GRANT'S SIGNATURE  N/A FOR S. GRANT TO SIGN

PER AACM: L. Reece (Initial/Date) B. Rogers (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 1 originals to  Mayor  CCO Date: 6/26/24

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Scan original and forwards 1 originals to: B.HENRY/P&R/Ext. 4349

Attach \_\_\_ certified Reso # \_\_\_\_\_  YES  NO Original Route form to M.Celetti/CAO