	missing events # 1 + 10
DOCUMENT ROUTING FORM	Dof even agreening # 1 + 10
NAME OF DOCUMENT: Event-Agreements-with-the City of Fort Laude and Related Road Closings: (1), Rio Vista Campout; (2) Mardi Gras; (3) Pridefest 2013; (5) CFF Cycle for Life: Wheels in Motion for a Cure; (6) 8) Palm 100 Ultramarathon; (9) 13 <sup>th</sup> Annual Riverwalk Run; (10) Midtov Bluesfest.	ordale as follows: Event Agreements Galt Mile Wine & Food Festival; 4) March for Cancer: 7) Yo Yo Eest II
Approved Comm. Mtg. on February 5, 2013 CAN# 13-0191	
ITEM: ☐ M-01 ☐ PH ☐ O ☐ CR Routing Origin: ☐ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHER	
Also attached:	Form 🗌 # originals
By: forwarded to:	
Initials	Capital Improvements defined as having a life
1.) Approved as to Content: Department Director	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"
Please Check the proper box: CIP FUNDED  YES NO Capital Improvement Projects	include: land, real estate, realty, real.
2.) Approved as to Funds Available: by Finance Director	Date:
Amount Required by Contract/Agreement \$ Fu	nding Source:
Dept./Div. Index/Sub-object	Project #
3.) City Attorney's Office: Approved as to Form:# Originals to 0	City Mgr. By:
Harry A. Stewart Cole Copertino XX Robert B. I	
Ginger Wald D'Wayne Spence Paul G. Ba	
Carrie Sarver DJ Williams-Persad	
4.) Approved as to content: Assistant City Manager:	
,	
By: By: By: Stanley Hawthorne, Assistant City Manager Susanne Torriente,	Assistant City Manager
	OF CITY
5.) Acting City Manager: Please sign as indicated and forward:#	
6.) Mayor: Please sign as indicated and forward :# originals to	
7.) To City Clerk for attestation and City seal.	<b>M</b> 7500 SEE
INSTRUCTIONS TO CLERK'S OFF	CE S
8.) City Clerk: retains one original document and forwardsoriginal	al documents to
Copy of document to Original Route	e form to
Attach certified copies of Reso. # Fill-in date	٧,

L:\AGMTS\events\2013\February 5th\February 5th Route Slip.doc

#### 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

IT'S ONLY ZERO'S INC, a profit corporation organized under the laws of Florida, whose principal place of business is 10 S. New River Drive East, Ft. 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 5, 2013, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City officials to execute this Agreement.

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

The foregoing recitals are true and correct, and:

#### 1. Effective Date.

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

#### 2. Outdoor Event.

The Applicant is permitted to operate or sponsor the "RIVERWALK BLUESFEST" (referred to hereinafter as the "Event") outdoors only at the location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One, which is attached hereto and made a part hereof.

### 3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable state, county and City health code requirements.
- (5) If the Event includes use of tents, awnings, or canopies, in advance of the Event the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (6) In advance of the Event the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (7) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.
- (8) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in

advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.

- (9) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (10) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (11) The sale, possession, or consumption of any alcoholic beverage at the Event is subject to approval by the City Commission in accordance with Section 15-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

## 4. Restoration of public property.

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

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the

Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

#### 5. Reimbursement of expenses.

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

### 6. Authority of the City of Fort Lauderdale City Manager.

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

## 7. Compliance with laws.

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event

includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material

### 8. Transfer of Rights.

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

#### Venue.

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

#### 10. Incorporation.

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

# [THIS SPACE WAS INTENTIONALLY LEFT BLANK]

this the 3d day ofapril	F, the parties hereto have set their hands and seals, 2013.
WITNESSES:	CITY OF FORT LAUDERDALE
[Witness print/type name]  Charles  Cha	Mayor  Aufll  City Manager
[Witness print/type name]	
	ATTEST:
	Jorda K. Joseph City Clerk
	Approved as to form:
	Assistant City Attorney

WITNESSES:

IT'S ONLY ZERO'S INC

Witness print/type name]	BRADLEY NOONAN, PRESIDENT [Print/type name and title]
[Witness print/type name]	ATTEST:
(CORPORATE SEAL)	
	Secretary
STATE OF FLORIDA: COUNTY OF BROWARD:	
	s acknowledged before me this day of LEY NOONAN, as PRESIDENT of IT'S ONLY known to me or has produced as
(SEAL)	Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)
LORNA SISTIE KIMELMAN Notary Public - State of Florida My Comm. Expires Sep 27, 2015	Name of Notary Typed, Printed or Stamped
Commission # EE 101588 Bonded Through National Notary Assn.	My Commission Expires:
	Commission Number

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# CITY OF FORT LAUDERDALE OUTDOOR EVENT APPLICATION

#### Fee must accompany application

Application received:
At least 60 days prior to event \$100.00
59 to 30 days prior to event \$150.00
29 to 14 days prior to event \$200.00
14 to 7 days prior to event \$250.00\*
Less than 7 days prior to event \$300.00\*
\*Must be approved by City Manager or designee

# HELE A HISTORIAN IN A CARLE A ROBALY TA THE A GIVEN YOUR OF THE ORIGINAL

The application will be reviewed by our administrative staff to determine the following criteria:

- 1. Facility requested
- 2. Compliance with City ordinances
- 3. Special permits required
- 4. Charges your organization will incur when City assistance and/or services are required
- 5. Security requirements
- 6. Environmental issues/effects on surrounding areas

PART I: EVENT REOUEST			
Event name: Riverwalk Bluesfe	est		
Purpose of event (check one):	□ Awareness	□ Recreation □ Other	
Requested location: 10 South New River D 33301		<del></del>	
Estimated daily attendance:300			
Requested dates and time of event: <b>DATE</b>	DAY	BEGIN	END
EVENT DAY 1:2/16/13	Sat	11	11AM/RM
EVENT DAY 2:2/17/13	Sun	12 <b>AM</b> /PM	6_AM/PM
EVENT DAY 3:		AM/PM	AM/PM
SETUP: 2/16/13	Sat	8am AM/PM	
BREAKDOWN:2/17/13	Sun		_8AM/ <b>RM</b>
Has this event been held in the past?X	_YesNo		
If yes, please list past dates and loca 33301	ntions: !0	South New River Drive Ea	st, FTL,
<b>Detailed</b> event description (include activities	s, entertainment, ve	endors, etc <u>.):</u>	
Live Musics & fun on the Riverwalk			

PART II: APPLICANT	
Organization name: Historic Downtown	er Saloon
Address: <u>As Above</u>	City, State, Zip:
Phone: 9544639800	Fax: 9545255216
Corporation name: <u>Its Only Zeros Inc.</u>	s in articles of incorporation)
Date of incorporation: <u>2/2007</u> State incorpo	rated in: FL Federal ID #:208282981
Two authorizing officials for the organization: President: Bradley Noonan	Phone: 9544639800
Secretary: As Above	Phone:
Event Coordinator: <u>John Conlon</u>	Will you be on-site? X Yes No
Title: Manager Phone: 954 292 32	276 Cell:
E-mail address: jrcfla@gmail.com	Fax: 9545255216
Additional Contact:	Will you be on-site?YesNo
Title: Phone:	Cell:
E-mail address:	Fax:
Event production company (if other than applicant):	Amazing Events
	City, State, Zip:
Contact person:Jose Solano	Title:Owner
Phone: (day) (night)	·
E-mail address:	Fax:
PART III: EVENT INFORMATION	
Are you planning to charge admission?  If yes, how much? \$ 10	_X_YesNo
Are you requesting to fence the event?	_X_YesNo
Are you planning on having any type of concession?  If yes, State Health Dept. must be notified 10	X_YesNo days prior to event. Call John Litscher at 954-632-8094.

Are you planning on serving free alcoholic beverages?	Yes X No
re you planning on serving free alcoholic beverages?  If yes, to whom will it be given?	
re you planning to have any type of amusement rides?  If yes, name of company:	YesX_No
What type of rides are you planning?(All rides must be approved by the State of Florida Bures prior to opening. Contact Ron Jacobs at (850) 921-1530.	au of Fair Rides and all permits must be secured
re you planning to play or have music?  If yes, what music format(s) will be used? (amplified, ac	No oustic, recorded, live, disc jockey, etc):
acoustic, live	
List the type of equipment you will use (speakers, amplif	fier, drums, etc):
Standard	
Will you use any type of soundproofing equipment?	YesX_No
List the days and times music will be played:	As above
How close is the event to the nearest residence?	1 mile
/ill your event require road closings?  If yes, list requested streets and times in <b>detail</b> :	X Yes No 10 South New River Drive East, FTL
*****PLEASE NOTE***** You are required to secure barricate Please attach a layout of your traffic plan, including the place purrows, cones, and message boards, as well as the name of the please approved by the Police Dept. which may terminate any event	ement and number of barricades, signs, direction e company you will be using. Your traffic plan must t occurring without the proper use of barricades.
VIII your road closings affect access to parking spaces or parking ************************************	s of revenue from inaccessible parking spaces will
VIII your road closings affect access to parking spaces or parking ************************************	s of revenue from inaccessible parking spaces will the event. Please call Dee Paris at 828-3771. YesX_No cardboard, glass, plastic drink containers, aluminum
Will your road closings affect access to parking spaces or parking ************************************	s of revenue from inaccessible parking spaces will the event. Please call Dee Paris at 828-3771. YesX_No cardboard, glass, plastic drink containers, aluminum use of Styrofoam plates and cups.

Will you require electricity?XYesNo  Events requiring electricity are the responsibility of the applicant. All permits must be obtained through the City's Department of Sustainable Development Building Services Division at (954) 828-5191 before setting up.
Company: Atlantic Electric License #:13002581
Name of electrician: Scott Lutz Phone: 9544943702
PART IV: APPLICANT'S ACCEPTANCE
The information I have provided on this application is true and complete to the best of my knowledge.
Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable) must furnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of \$500,000 if alcohol is being served.
I understand that a Parks and Recreation sponsored activity has precedence over the above schedule and I will be notified if any conflicts arise.
I understand that the City of Fort Lauderdale Police Department will determine all security requirements and that EMS is required by City Ordinance to be onsite during all outdoor events.
I understand that the City has a noise ordinance. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other city representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event.
Bradley Noonan President
Name of applicant Title
01/21/2013
Date

# please email complete application at least 96 days ahead of your planned event to:

### imeehan@fortlauderdale.gov

Please mail the \$100.00 application fee (payable to the City of Fort Lauderdale) to:

Jeff Meehan, Outdoor Event Coordinator

1350 W. Broward Boulevard, Fort Lauderdale, FL 33312

Phone: (954) 828-6075 Fax: (954) 828-5650

#### Please include the following with the application:

\* Event site plan – including stage(s), other entertainment locations, activities, booths, restrooms, canopies, dumpsters, fencing, generators, etc.

\* Traffic/detour plan - including the placement and number of barricades, signs, directional arrows, cones, message boards, and name of the barricade and/or traffic signs company being used.

## FIRE DEPARTMENT OUESTIONNAIRE

# **PREVENTION**

1.	Are you planning to have canopies (no sides) for this event?YesNo
	How many and what sizes?
	Name of Company:
2.	Are you planning to have tents (with sides) for this event?YesNo
	How many and what sizes?
	Name of Company:
Bui	** <u>PLEASE NOTE</u> ***** All permits required by the Florida Building Code must be obtained through the Iding Department (including but not limited to electrical, structural, plumbing). Contact the Department of stainable Development Building Services Division at 954-828-6520.
3.	Are you planning to have fireworks?YesNo
	Name of company conducting the show:
4.	Are you having food vendors?YesNo
	How many and what kind?
<u>OP</u>	A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. A Fire inspection is required for all food booths. If the inspection is during non-working hours the cost will be \$75 per hour.  PERATIONS/EMS
Spe	ecial Event Detail Guidelines:
Sp.	* One rescue unit/cart for 500 to 5,000 people in attendance (sustained attendance)  * Two rescue units/carts for 5,000 to 10,000 people in attendance (sustained attendance)  * One more rescue unit/cart per 5,000 additional people  * One command person if two or more rescue units/carts are required
The	e number of rescue units and paramedics is determined according to attendance and other risk factors.
1.	Does your event require EMS medical standby services based on the guidelines above? YES NO
2. \	What is your estimated sustained attendance?
3.	On-site contact? NAME PHONE
	ninimum of 4 hours will be charged for all special event details. 45 minutes will be added to the pre and post ent times (totaling 1.5 hours), allowing for travel and preparation for the event.

	POLICE DEPARTMENT	OUESTIONNAIRE	
1. Does your e	event require use of police vehicles?	Yes	No
	A Hold-Harmless Agreement must be signed a MILLION DOLLARS must be provided.	and Liability coverage of	a <u>minimum</u> of
2. Is this a ne	w or previously held event?	New	Previous
If yes,	Previous date(s)?		·
3. Any establis	shed security, traffic, or other appropriate pla	n(s)? Yes	No
	besides Fort Lauderdale Police, who will you te security company, volunteers, etc.)		
	re an established detail of off-duty officers? who is your Police department contact?	Yes	
5. Any notable	e entertainers or special circumstances schedu		No
Who/V	Vhat?		Y
6. Is there alco	phol being sold or given away?	Yes	No
7. Are there ar	ny road closures required?	Yes	No
If so v	what roads/intersections?		
8. What is you	r estimated attendance?		
also understar hourly rate an Events "Cost E	the off duty rate for Police personnel for ALL and there is a 24 hour cancellation requirement do costs to be incurred by the event organizestimate" worksheet developed at the Special will be paid within two (2) weeks of the payroless.	to avoid the 3 hour min er will be quoted on the Events logistics meeting	Imum payment per e
Name		te	