NAME OF DOCUMENT: Event Agreements with the City of Fort Lauderdale as follows: The Revolution Cames Coral Ridge Easter Egg Hunt, Fiesta Fabuloso Cinco De Mayo Celebration and Nextwave for Nekia Siemens Networks.  Approved Comm. Mtg. on April 1, 2014
Routing Origin: CAO   ENG.   COMM. DEV.   OTHER   Also attached:   copy of CAR   copy of document   ACM Form   # originals  By: forwarded to:
Routing Origin: CAO
By:
Approved as to Content:  Department Director  Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.  Date:  Date:  Dept./Div.   Date:  Dept./Div.   Index/Sub-object   Project #    Dept./Div.   Originals to City Mgr. By:  Harry A. Stewart   Cole Copertino   X   Robert B. Dunckel    Ginger Wald   D'Wayne Spence   Paul G. Bangel
Approved as to Content:    Department Director
Approved as to Funds Available: by
Amount Required by Contract/Agreement \$ Funding Source:  Dept./Div Index/Sub-object Project #  3.) City Attorney's Office: Approved as to Form:# Originals to City Mgr. By:  Harry A. Stewart Cole CopertinoX Robert B. Dunckel  Ginger Wald D'Wayne Spence Paul G. Bangel
3.) City Attorney's Office: Approved as to Form:# Originals to City Mgr. By:  Harry A. Stewart Cole CopertinoX Robert B. Dunckel  Ginger Wald D'Wayne Spence Paul G. Bangel
Ginger Wald D'Wayne Spence Paul G. Bangel
A) Approved as to content: Assistant City Manager:  By: By: MISSING # 5  Stanley Hawthorne, Assistant City Manager Susa
5.) Acting City Manager: Please sign as indicated and for
6.) Mayor: Please sign as indicated and forward :#
7.) To City Clerk for attestation and City seal.
INSTRUCTIONS TO C
B.) City Clerk: retains one original document and forward  Copy of document to

### 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 TACO, LTD., a Florida Limited Partnership operating under the laws of Florida, whose principal place of business is 400 Clematis Street, Suite 209, West Palm Beach, Florida 33401 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 April 1, 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 "FIESTA FABULOSO CINCO DE MAYO CELEBRATION" (referred to hereinafter as the "Event") outdoors only at the location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One and Site Map, which is attached hereto and made a part hereof.

### 3. General Requirements.

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

from prior notice requirements.

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

### 4. Outdoor Event Site.

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

## 5. Restoration of public property.

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property

that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

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

### 6. Reimbursement of expenses.

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

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

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

## 8. Compliance with laws.

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

### 9. 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.

### 10. 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.

#### 11. Venue.

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

### 12. Incorporation.

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

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

•	
IN WITNESS WHE the 2011 day of May	EREOF, the parties hereto have set their hands and seals this, 2014.
WITNESSES:	CITY OF FORT LAUDERDALE
Jeanette A. Johnson	Veiler
Jeune He A. Johnson [Witness print/type name]	Mayor
Mirand Hera	Infeld >
MIRANDA SCOTT	City Manager
[Witness print/type name]	
	ATTEST:
	Jondo K. Jose ph
	City Cierry ()
	Approved as to form:
	Assistant City Attorney
	7

•

WITNESSES:	FORT TACO, LTD., a Florida Limite Partnership
[Witness print/type name]  Adam DombrowSull [Witness print/type name]  (CORPORATE SEAL)	By FORT TACO, LLC., General Partner of Fort Taco, LTD.  By
	Secretary
	occidary
STATE OF FLORIDA: COUNTY OF <u>PQIM BEQCL</u> :	
<u>A-pn L</u> , 2013, by <u>TODD I</u>	as acknowledged before me this <u>3fd</u> day of <u>HERBST</u> as MANAGER of the FORT TACO, LLC He/She is personally known to me or has produce
<i>personally known</i> as identification.	· · · · · · · · · · · · · · · · · · ·
(SEAL)	Altum E. Choke
AUTUMN ELIZABETH CHOKA	Notary Public, State of Florida (Signature of
NOTARY PUBLIC STATE OF FLORIDA	Notary Taking Acknowledgment)
Comm# FF080862	AUTUMN E CHORD
Expires 1/5/2018	Name of Notary Typed, Printed or Stamped
	My Commission Expires:
	1/5/2018
•	Commission Number

### **SCHEDULE ONE**

1 Name of Applicant:

Fort Taco LTD

2 Name of Outdoor Event:

Fiesta Fabuloso Cinco De Mayo Celebration

3 Date of Setup:

Monday, May 5, 2014

4 Time of Setup:

9:00am

5 Date of Event:

Monday, May 5, 2014

6 Time of Event:

12:00pm- 11:00pm

7 Date of Breakdown:

Monday, May 5, 2014

8 Time of Breakdown:

11:00pm

Rocco's Taco's and Tequila Bar (parking lot) 1313 East Las Olas

9 Event Location:

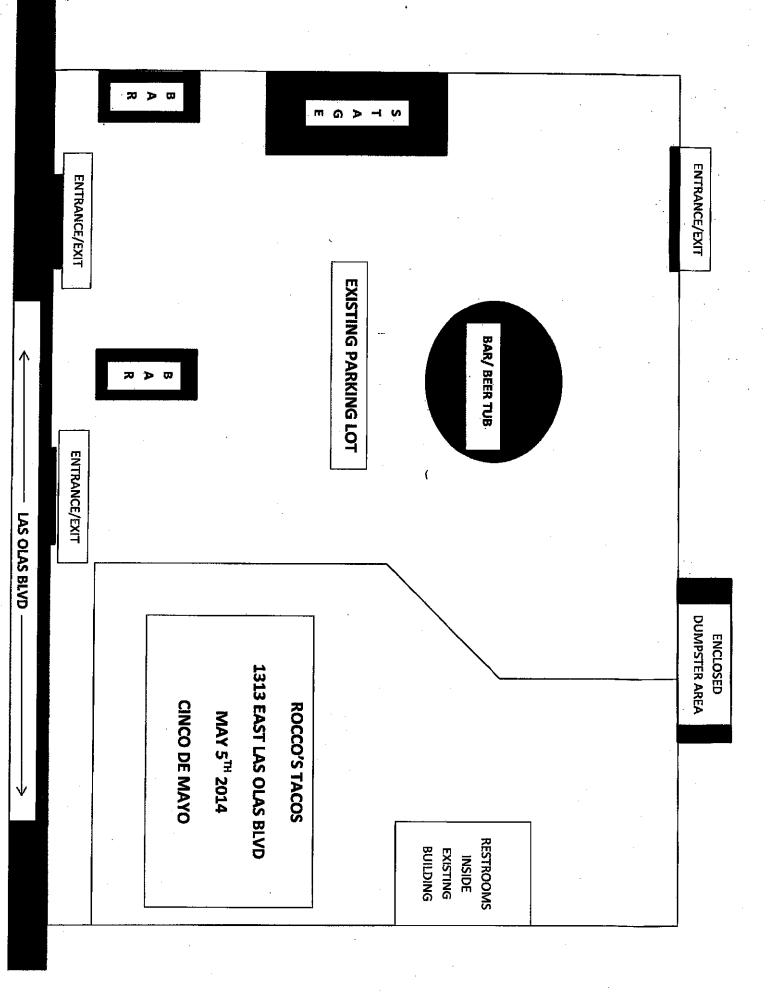
Blvd

10 Road Closings:

No

11 Alcohol:

Yes



## Memorandum

·To:

Cynthia A. Everett, City Attorney

From:

Jeff Meehan, Outdoor Event Coordinator

Date:

March 5, 2014

Re:

Request for Event Agreement

Fiesta Fabuloso Cinco De Mayo Celebration

Please ask your staff to prepare an event agreement for the above named event. Attached to this memo is the application, proof of corporate identification and Schedule 1, which should be attached to the agreement as an exhibit. In addition, the following City Departments have reviewed and approved the plans:

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.

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

Vg.An.

passing any required inspections). If pending Pask Manager has reviewed and approved the Certificate of Insurance.

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

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

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

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

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

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

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



## **Detail by Entity Name**

### Florida Limited Partnership

FORT TACO LTD.

### Filing Information

**Document Number** 

A10000000366

FEI/EIN Number

273031679

Date Filed

07/02/2010

State

FL

**Status** 

**ACTIVE** 

### **Principal Address**

400 CLEMATIS STREET, STE. 209 WEST PALM BEACH, FL 33401

### **Mailing Address**

400 CLEMATIS STREET, STE. 209 WEST PALM BEACH, FL 33401

### Registered Agent Name & Address

HERBST, TODD 400 CLEMATIS STREET, STE. 209 WEST PALM BEACH, FL 33401

### **General Partner Detail**

### Name & Address

FORT TACO LLC 400 CLEMATIS STREET, STE. 209 WEST PALM BEACH, FL 33401

### **Annual Reports**

Report Year	Filed Date
2012	01/04/2012
2013	01/24/2013
2014	01/10/2014

### **Document Images**

01/10/2014 ANNUAL REPORT	View image in PDF format
01/24/2013 ANNUAL REPORT	View image in PDF format

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



## **Detail by Entity Name**

### Florida Limited Liability Company

FORT TACO LLC

### Filing Information

**Document Number** 

L10000070591

**FEI/EIN Number** 

273031659

**Date Filed** 

07/02/2010

State

FL

**Status** 

ACTIVE

**Effective Date** 

07/02/2010

**Last Event** 

LC AMENDMENT

**Event Date Filed** 

02/29/2012

**Event Effective Date** 

**NONE** 

### **Principal Address**

**400 CLEMATIS STREET** 

STE 209

WEST PALM BEACH, FL 33401

### **Mailing Address**

400 CLEMATIS STREET

**STE 209** 

WEST PALM BEACH, FL 33401

### Registered Agent Name & Address

KOEPPEL, JOEL P

400 S. AUSTRALIAN AVENUE, #300

WEST PALM BEACH, FL 33401

Name Changed: 02/23/2011

Address Changed: 02/23/2011

### Authorized Person(s) Detail

### Name & Address

Title MGR

MANGEL, ROCCO 400 CLEMATIS STREET WEST PALM BEACH, FL 33401

## **Annual Reports**

Report Year	Filed Date
2012	01/05/2012
2013	01/22/2013
2014	01/13/2014

## **Document Images**

01/13/2014 ANNUAL REPORT	View image in PDF format	
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02/29/2012 LC Amendment	View image in PDF format	
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07/02/2010 Florida Limited Liability	View image in PDF format	

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## FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



## **Detail by Entity Name**

### Florida Limited Liability Company

FORT TACO HOLDINGS LLC

### Filing Information

**Document Number** 

L10000070963

FEI/EIN Number

APPLIED FOR

**Date Filed** 

07/02/2010

State

FL

Status

**ACTIVE** 

**Effective Date** 

07/02/2010

### **Principal Address**

400 CLEMATIS STREET, STE. 209 WEST PALM BEACH, FL 33401

### Mailing Address

400 CLEMATIS STREET, STE. 209 WEST PALM BEACH, FL 33401

### Registered Agent Name & Address

HERBST, TODD 400 CLEMATIS STREET, STE. 209 WEST PALM BEACH, FL 33401

### Authorized Person(s) Detail

#### Name & Address

Title MGRM

HERBST, TODD 400 CLEMATIS STREET, STE. 209 WEST PALM BEACH, FL 33401

#### Annual Reports

Report Year	Filed Date
2012	01/05/2012
2013	01/24/2013
2014	01/13/2014

### Document Images

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01/24/2013 ANNUAL REPORT	View image in PDF format	
01/05/2012 ANNUAL REPORT	View image in PDF format	
01/11/2011 ANNUAL REPORT	View image in PDF format	
07/02/2010 Florida Limited Liability	View image in PDF format	
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State of Florida, Department of State		



## **CERTIFICATE OF LIABILITY INSURANCE**

BIGTI-1 OP ID: CH

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Phone: 561-630-4955 The Plastridge Agency-PBGO 10337 N Military Trail Fax: 561-630-4966 Palm Beach Gardens, FL 33410 **Keith Chariton** INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: LIOVAS OF London INSLIRED Big Time Restaurant Group INSURER 8 : Fort Taco, Ltd INSURER C 400 Clemátis St. #209 West Palm Beach, FL 33401 INSURER D : INSURER E : INSURER F COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBF TYPE OF INSURANCE POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es occurrence) 1,000,000 Α X COMMERCIAL GENERAL LIABILITY ARPQ7056860 X 10/15/2013 10/15/2014 500,000 CLAIMS-MADE X OCCUR MED EXP (Any one parson) 5,000 1,000,000 PERSONAL & ADV INJURY X EBL 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG 1,000,000 POLICY PRO-X LOC Emp Ben. 1,000,000 YTILIBALL SLIBOMOTUA COMBINED SINGLE LIMIT (Ea accident) 1,000,000 ANY AUTO ARPQ7056660 10/15/2013 | 10/15/2014 BODILY INJURY (Per person) ALL OWNED SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS 2 Х PROPERTY DAMAGE (Per accident) HIRED AUTOS UMBRELLA LIAB OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE DED | RETENTION \$ **WORKERS COMPENSATION** WCSTATU. TORY LIMITS AND EMPLOYERS' LIABILITY ANY PROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT NIA (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE yes, describe under ESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ Liquor Liability ARPQ7056660 10/15/2013 10/15/2014 Per Occur 1,000,000 Aggregate 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate Holder is added as Additional Insured solely w/respect to claims arising from the negligent operations of the Named Insured. Named Insured includes Fort Taco, Ltd, dba Rocco's Taco's - 1313 E. Las Olas Blvd., Ft. Lauderdale, FL RE: Cinco De Mayo 5/5/2014 CERTIFICATE HOLDER CANCELLATION Should any of the above described policies be cancelled before THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Ft. Lauderdale 1350 W. Broward Blvd

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Ft. Lauderdale, FL 33312

AUTHORIZED REPRESENTATIVE

10 m