DOCUMENT ROUTING FORM $ \widehat{U} V_0 $	1 200 mined 3/14/13
NAME OF DOCUMENT: Event Agreements with the City of Fort Lauderdale a Rough Water Swim; 2) 33311 You Are Not Alone Walk; 3) Trawler Fest; 4) 5K N-Run 4K.	is follows. I) For Lauderdale
Approved Comm. Mtg. on December 18, 2012 CAM# 12-2590	
TEM:	□ R _{3 MAK 7 AMI1:31}
Routing Origin: CAO ENG. COMM. DEV. OTHER	
Also attached:	# originals
By: forwarded to:	
Initials Capital I of at leas and shall (land, but extend us roof rep.)	mprovements defined as having a life t 10 years and a cost of at least \$50,000 I mean improvements to real property iildings, fixtures) that add value and/or iseful life, inc. major repairs such as lacement, etc. Term "Real Property" land, real estate, realty, real.
2.) Approved as to Funds Available: by	
Amount Required by Contract/Agreement \$ Funding S	
Dept./DivPro	oject #
3.) City Attorney's Office: Approved as to Form:# Originals to City Mg Harry A. Stewart Cole CopertinoX Robert B. Duncke Ginger Wald D'Wayne Spence Paul G. Bangel Carrie Sarver DJ Williams-Persad	
4.) Approved as to content: Assistant City Manager: By: By: Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant	t City Manager
5.) Acting City Manager: Please sign as indicated and forward :# original 6.) Mayor: Please sign as indicated and forward :# originals to Clerk. 7.) To City Clerk for attestation and City seal. INSTRUCTIONS TO CLERK'S OFFICE 8.) City Clerk: retains one original document and forwards original docu Copy of document to Original Route form to	AN 14 AN 8: 51 ments to
Attach certified copies of Reso. # Fill-in date	3/12

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

GREATER FORT LAUDERDALE ROAD RUNNERS CLUB, INC., a non - profit corporation operating under the laws of Florida, whose principal place of business is 299 SE 1st Terrace, Pompano Beach, Florida 33060-7144 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 December 18, 2012, 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 "5K FOR A BETTER DAY" (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.

9. 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]

the 13 th day of March	the parties hereto have set their hands and seals this _, 2013.
WITNESSES:	CITY OF FORT LAUDERDALE
Safeea ali	Reder
Saloea Mi	Mayor
[Witness print/type name]	Stant for
Dona Vensco [Witness print/type name]	City Manager
	ATTEST:
	Jonda K. Joseph City Clerk
	Approved as to form:
	Assistant City Attorney

Memorandum

To:

Harry Stewart, City Attorney

From:

Jeff Meehan, Outdoor Event Coordinator

Date:

November 21, 2012

Re:

Request for Event Agreement

Please ask your staff to prepare an event agreement for 5K for a Better Day 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 pepartments 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 passing apy required inspections). City Risk Manager has reviewed and approved the Certificate of Insurance. comprehensive general liability insurance, one million dollars (\$1,000,000). liquor liability insurance, five hundred thousand dollars (\$500,000). 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: If the proposed plan.

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

CITY OF FORT LAUDERDALE OUTDOOR EVENT APPLICATION



\$100 Fee must accompany application

Application must be filled out completely. In DARK ink or type, and submitted at least 90 days ahead of your planned event.

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

- 1. Facility requested
- Compliance with City ordinances
- 3. Special permits required
- 4. Charges your organization will incur when City assistance and/or services are required
- Security requirements

Before receiving final approval from the City Commission, the applicant (and production company, if applicable) must furnish the City of Fort Lauderdale with an original certificate of liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager. *The insurance must name the City of Fort Lauderdale as an additional insured.* If alcohol is being served at the event, a certificate of liquor liability insurance in the amount of \$500,000 naming the City as additionally insured must also be provided.

PART I: EVENT REQUEST

Event name: 5K For A Better Day

Purpose of event: Charity Run

Requested location: Broward General Hospital

Estimated daily attendance: 400

Requested dates and time of event (NOT including set up and tear down) DAY BEGIN END **EVENT DAY 1: 2/23/13** Saturday 7:30 AM 9:30 AM **EVENT DAY 2:** AM/PM AM/PM **EVENT DAY 3: _** AM/PM AM/PM Set up for event will begin on: February 23rd at 4:30 AM Date Time

Break down will be completed by: February 23rd at 10:30 AM

Date Time

Will your event require road closings? Yes

If yes, list requested streets and times in detail:

This is a fundraising 5K Run for the Pediatric Cancer Program @ Broward General Medical Center (BGMC), which will begin @ the Parking Garage @ BGMC. The route proceeds as follows:

- North on S. Andrews Av to SW/ SE 5 St
- West on SW 5 St to Flagler Dr
- North on Flagler Dr to Sw 1 Av to S. New River Drive West (SNRD-W)
- East on SNRD-W along SNRD-E/ Riverwalk to SE 8 Av (top of the Tunnel)
- South on SE 6 Av (along the west side of the Tunnel) to SE 6 St
- West on SE 6 St to 5 Av
- North on SE 5 Av to SNRD-E/ Riverwalk
- West along SNRD-E/ Riverwalk to SE 3 Av
- South along the west sidewalk side of the 3rd Av Bridge and into the curb lane of SE 3 Av to SE 14 St
- West on SE 14 St to SE 1 Av
- South on SE 1 Av to the Finish Line @ the Parking Garage @ BGMC

**Posts 1 - 4 will also cover Posts 33 - 36 as secondary positions as noted.

****PLEASE NOTE***** You are required to secure barricades and/or directional traffic signage from a traffic sign rental company. A layout of your traffic plan must be attached to this application and must include the placement and number of barricades, signs, directional arrows, cones, and message boards, as well as the name of the company you will be using. Your traffic plan must be approved by the Police Dept. who may terminate any event taking place without the proper use of barricades. If you need assistance in this area you may contact Gina Rivera at (954) 828-5786.

Will your road closings affect access to parking spaces or parking lots? No

****<u>PLEASE NOTE</u>***** According to City policy, all road closings which result in loss of revenue from inaccessible parking spaces, will be billed to the event organizer and must be paid in full before the event will be allowed to take place. For additional details regarding this charge, please call Keela Black at 828-3794.

Has this event been held in the past? Yes

If yes, please list past dates and locations: 2/28/09 Broward General

PART II: APPLICANT

Organization name: The Greater Fort Lauderdale Road Runners Club

(as it appears in articles of incorporation)

Address: PO Box 2512,

City, State, Zip Code: Fort Lauderdale, FL 33303-25112

Phone: 954-245-9015 Fax: 954-786-8645

Non Profit Organization? Yes Tax ID #: 85-8013231043C-2

Corporation name: The Greater Fort Lauderdale Road Runners Club

Date of incorporation: 9/17/1972 State incorporated in: FL

Federal ID #: 59-6583560

Two authorizing officials for the organization:

Secretary: Ellen Bor Phone: 954-670-9869 Event Coordinator: Robert A. Barnard Title: Race Director Phone: (cell) 954-245-9015 E-mail address: bob@gfirrc.org Fax: Additional contact Person: Title: Phone: Cell: ____ E-mail address: ______ Fax:_____ Event production company (if other than applicant): Address: _____ City, State, Zip: _____ Contact person: ______ Title: _____ Phone: (day) ______ (night) _____ (cell) _____ E-mail address: ______(fax)_____ PART III: EVENT INFORMATION Detailed event description: 5K Run / Walk Are you planning to charge admission? Yes If yes, how much? \$25 / \$30 Are you requesting to fence the event? No Are you planning on having any type of concession? No If yes, State Health Department must be notified 10 days prior to event. Call John Litscher at 954-632-8094. Are you planning on selling alcoholic beverages? Nο If yes, how will the beverages be served? (Draft truck, cold plate, mini-bar, beer tub, table service, Are you planning on serving free alcoholic beverages? No If yes, who will you be giving it to? Are you planning to play or have music? Yes If yes, please describe in detail (Amplified? Acoustic? Type?) Amplified & Acoustic at race site and Acoustic on the Course

President: Cynthia A. Raes - Barnard Phone: 954-461-5515

No

Are you planning to have any type of amusement rides?

If yes, name of company:	
(All rides must be approved by the State of Florida Buprior to opening. Contact Ron Jacobs at jacobsr@doa	
Who will provide clean up services?: GFLRRC Volun (Company	
Name:Phone *Note: All grounds must be cleaned up immediately	e:
Events requiring electricity are the responsibility of the City's Building Department at (954) 828-5191 before	e applicant. All permits must be obtained through
Company:	
Name of electrician:	Phone:
License #:	
All security requirements will be determined by the CI EMS is required by City Ordinance to be onsite during	
Please attach a copy of your proposed event sli entertainment, activities, booths, restrooms, de	
The Information I have provided on this application is this application is approved, I understand that I mus Liability insurance naming the City of Fort Laucetificate of liquor liability insurance if alcohol Recreation sponsored activity has precedence over the conflicts arise.	t furnish an original certificate of General ierdale as additionally insured, and an original is being served. I understand that a Parks and
In addition, when approval for the event is give contingent upon review and approval of the ev	
Signature of applicant	Title
Date	
Please return completed application <u>at least 90 days ahead</u> (payable to the City of Fort Lauderdale) to:	of your planned event, along with \$100.00 application fee

Jeff Meehan Outdoor Event Coordinator 1350 W. Broward Boulevard Fort Lauderdale, FL 33312

E-mail address: smoinar@fortlauderdale.gov Phone: (954) 828-5362 Fax: (954) 828-5650

IRE DEPARTMENT QUESTIONNAIRE

PREVENTION

1.	Are you planning to have canopies (no sides) for this event? Yes
	How many and what sizes? (8) 10×10 / (2) 10×20
	Name of Company: GFLRRC A building permit is required. Please contact Lt. Jeff Lucas at 954-828-5892.
2.	Are you planning to have tents (have sides) for this event? No
	How many and what sizes?
	Name of Company:
3.	Are you planning to have fireworks? No
	Name of company conducting the show:
4.	Are you having food vendors? No
	How many and what kind?
	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

OPERATIONS/EMS

Special Event Detail Guidelines:

- * One rescue unit/cart for 500 to 5,000 people in attendance (sustained attendance)
- * Two rescue units/carts for 5,000 to 10,000 plus people in attendance (sustained attendance)
- * One command person if two or more rescue units/carts. One more rescue unit/cart per 5,000 additional people.

The number of rescue units and paramedics is determined according to attendance and other risk factors.

- Does your event require EMS medical standby services based on the guidelines above?
 Yes
- 2. What is your estimated sustained attendance? 550

the cost will be \$50 - \$60 per hour.

3. On-site contact?

NAME Cynthia Raes — Barnard PHONE 954-461-5515

A minimum of 4 hours will be charged for all special event details. 30 minutes will be added to the pre and post event times (totaling 1 hour), allowing for travel and preparation for the event.

POLICE DEPARTMENT QUESTIONNAIRE

1.	Doe	pes your event require use of police vehicles? Yes	
		If yes, you must provide a certificate of liability insurance that includes auto- comprehensive and collision, and worker's compensation, for damage or inciden occur in non-police action while in our employment, in addition to the re \$1,000,000 general liability naming the City as additional insured as required events	ts that equired
2.	Is t	this a new or previously held event? Previous date(s)? 2/25/12	
		Any established security, traffic, or other appropriate plan(s)? No	
		If yes, besides Fort Lauderdale Police, who will you be using for this plan? (private security company, volunteers, etc.)	
4.	Do	you have an established detail of off-duty officers? Yes If yes, who is your Police department contact?	
5.	Any	ny notable entertainers or special circumstances scheduled for your event?	
		Who/What?	
ho qu	ur m oted	erstand the off duty rate for Police personnel for ALL special events is calculated at a minimum rate. The hourly rate and costs to be incurred by the event organizer will don the City of Ft. Lauderdale Special Events "Cost Estimate" worksheet developed at Events logistics meeting and provided to the organizer.	be
_	_		

8/13/12

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GREATER FORT LAUDERDALE ROAD RUNNERS CLUB, INC.

Filing Information

Document Number 732862

FEI/EIN Number

596583560

Date Filed

05/28/1975

State

Status

ACTIVE CANCEL ADM DISS/REV

Last Event

12/21/2009

Event Date Filed

Event Effective Date NONE

Principal Address

299 SE 1ST TERRACE

POMPANO BEACH FL 33060-7144

Changed 02/15/2011

Mailing Address

P. O. BOX 2512

FT. LAUDERDALE FL 33303-2512

Changed 08/12/1992

Registered Agent Name & Address

BARNARD, ROBERT A RA 299 SE 1ST TERR POMPANO BEACH FL 33060-7144

Name Changed: 01/26/2006

Address Changed: 01/24/2003

Officer/Director Detail

Name & Address

Title DIRE

RAES - BARNARD, CYNTHIA A PRES 299 SE 1ST TERRACE

POMPANO BEACH FL 33060-7144

Title DIRE

TOM, COCCIA VP 3001 NW 112TH AVE., **CORAL SPRINGS FL 33065** Title DIRE

ELLEN, BOR TREA 5465 NE 4TH AVENUE FORT LAUDERDALE FL 33334

Title DIRE

BOB, SCHNELL SEC 6241 NW 72ND WAY PARKLAND FL 33067

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SCHEDULE ONE

1 Name of Applicant: Greater Fort Lauderdale Road Runners Club, Inc

2 Name of Outdoor Event: 5K for a Better Day

3 Date of Setup: February 23, 2013

4 Time of Setup: 4:30 AM

5 Date of Event: February 23, 2013

6 Time of Event: 7:30 AM- 9:30 AM

7 Date of Breakdown February 23, 2013

8 Time of Breakdown: 10:30 AM

9 Event Location: Broward Health Center- 1600 S. Andrews Ave

10 Road Closings: Yes (bike route attached)

11 Alcohol: No

12 Previous Code Violations: No

- North on S. Andrews Av to SW/ SE 5 St
- West on SW 5 St to Flagler Dr
- North on Flagler Dr to Sw 1 Av to S. New River Drive West (SNRD-W)
- East on SNRD-W along SNRD-E/ Riverwalk to SE 6 Av (top of the Tunnel)
- South on SE 6 Av (along the west side of the Tunnel) to SE 6 St
- West on SE 6 St to 5 Av
- North on SE 5 Av to SNRD-E/ Riverwalk
- West along SNRD-E/ Riverwalk to SE 3 Av
- South along the west sidewalk side of the 3rd Av Bridge and into the curb lane of SE 3 Av to SE 14 St
- West on SE 14 St to SE 1 Av
- South on SE 1 Av to the Finish Line @ the Parking Garage @ BGMC