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CM-6

6-2-16

15-0724

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Motion Authorizing Temporary Beach License and Outdoor Event Agreement with Exclusive Sports Marketing, Inc. of Florida

Routing Origin: CAO , Also attached: copy of CAM Original Documents

City Attorney's Office: Approved as to Form 1 Original and Delivered to City Manager on June 18, 2015

Cole J. Copertino, Assistant City Attorney: CC

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

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, 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, real.

2) City Manager: Please sign as indicated and forward 1 original to Mayor.

3) Mayor: Please sign as indicated and forward 1 original to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) City Clerk: Retains one original and forward 1 copy to: Jeff Meehan, Parks & Recreation

Original Route form to Carla Foster, CAO

6/29

CITY OF FORT LAUDERDALE
TEMPORARY BEACH LICENSE
AND
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

EXCLUSIVE SPORTS MARKETING, INC. OF FLORIDA, a Florida corporation, whose principal place of business is 18 NW 18th Street, Delray Beach, FL 33444 and who is referred to hereinafter as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event at Fort Lauderdale Beach Volleyball Courts 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 June 2, 2015, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City officials 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:

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 "DIG THE BEACH SERIES" (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 ("Exhibit 1" and Outdoor Event 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) The organizer will pay \$500.00 for each 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.
- (5) If the Event includes use of tents, awnings, or canopies, in advance of the Event the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (6) In advance of the Event the Applicant shall submit a written plan to the City police department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the police department has provided written approval of the Applicant's plan. The Applicant shall bear

the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.

- (7) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.
- (8) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.
- (9) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (10) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (11) The sale, possession, or consumption of any alcoholic beverage is prohibited while on or within any public place, or while on or within any vehicle located in a public place, which public place is located within the beach area as defined in Section 5-3 of the Code of Ordinances of the City of Fort Lauderdale, Florida except as authorized as a City-approved special event.

(12) 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, Parks and Recreation Departments and any other governmental agency that may have jurisdiction;

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.

Applicant shall reimburse the City for all expenses, including but not limited to, police, fire/EMS, parking, 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 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 and to suspend or terminate the event or any portion of it if 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. Transfer of Rights.

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

10. Venue.

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

11. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One 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 BANK]

24th IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the June day of _____, 2015.

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A. Johnson
Jeanette A. Johnson
[Witness print/type name]

Miranda Scott
MIRANDA SCOTT
[Witness print/type name]

[Signature]
Mayor

[Signature]
City Manager

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

WITNESSES:

Chris Colgan
Chris Colgan
[Witness print/type name]

Diogo Sousa
Diogo Sousa
[Witness print/type name]

EXCLUSIVE SPORTS MARKETING,
INC. OF FLORIDA

By Matthew Lorraine
MATTHEW LORRAINE, CEO
[Print/type name and title]

(CORPORATE SEAL)

ATTEST:

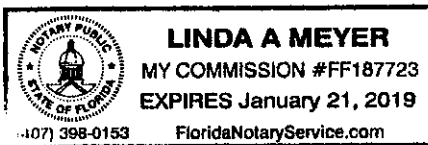
Matthew Lorraine
Secretary

STATE OF FLORIDA:
COUNTY OF Palm Beach:

The foregoing instrument was acknowledged before me this 28th day of May, 2015, by Matthew Lorraine, as Chief Executive Officer of Exclusive Sports Marketing, Inc. of Florida. He/She is personally known to me or has produced _____ as identification.

(SEAL)

[Signature]
Notary Public, State of Florida (Signature of
Notary Taking Acknowledgment)



Linda Meyer
Name of Notary Typed, Printed or Stamped

My Commission Expires:

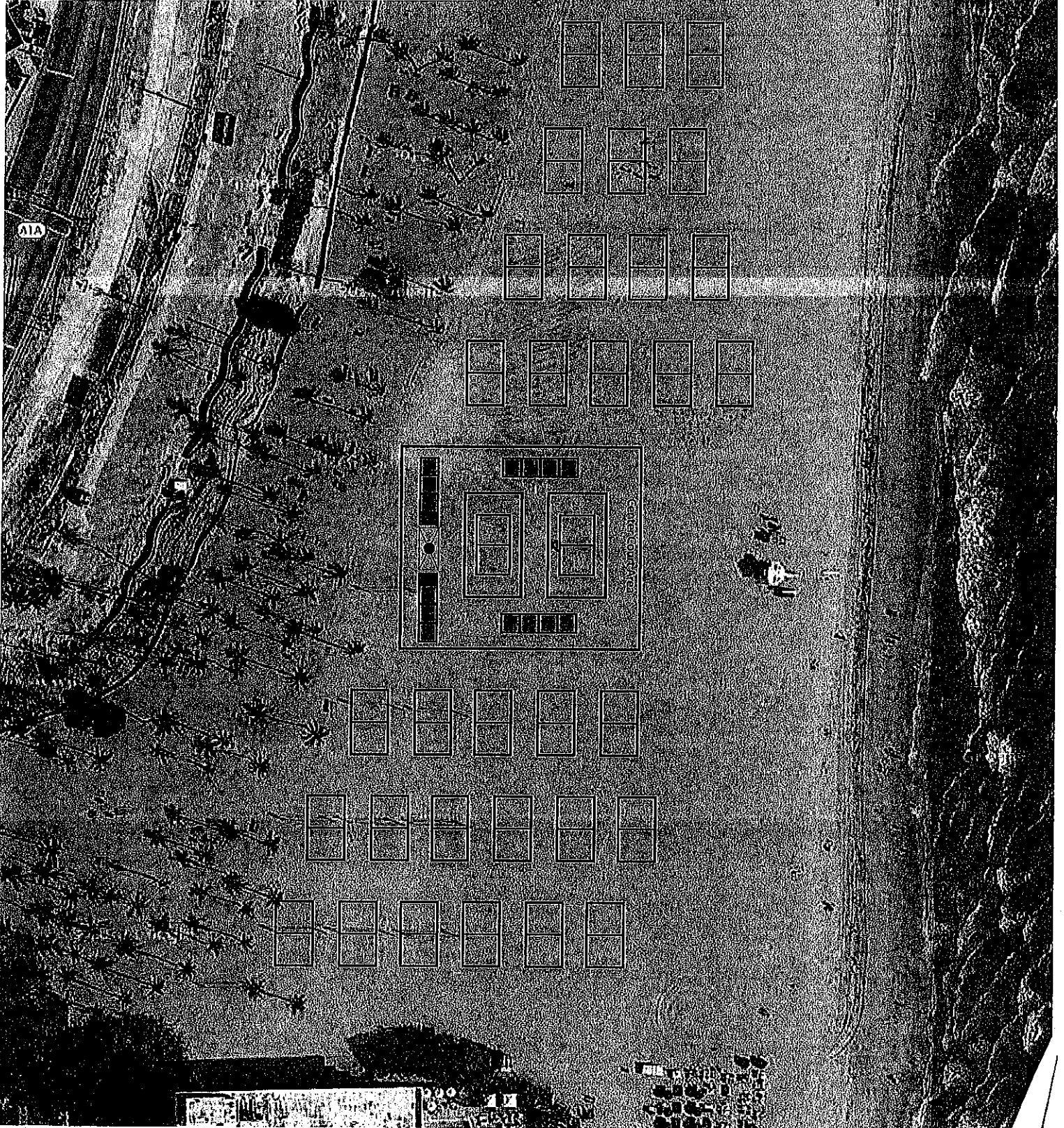
1/21/2019
Commission Number

SCHEDULE ONE

- 1 Name of Applicant: Exclusive Sports Marketing, Inc.
- 2 Name of Outdoor Event: Dig the Beach Series
- 3 Date of Setup: Thursday, July 23, 2015
- 4 Time of Setup: 7:00am
- 5 Date of Event: Saturday, July 25, 2015, Sunday, July 26, 2015
- 6 Time of Event: 7:00am- 7:00pm
- 7 Date of Breakdown: Sunday, July 26, 2015
- 8 Time of Breakdown: 7:00pm
- 9 Event Location: Fort Lauderdale Beach Park- 1100 Seabreeze Blvd.
- 10 Road Closings: No
- 11 Alcohol: No

DIG THE BEACH SERIES

Fort Lauderdale Beach Park
1100 Seabreeze Blvd
Fort Lauderdale, FL 33316



Memorandum

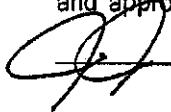
To: Cynthia A. Everett, City Attorney

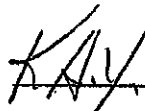
From: Jeff Meehan, Outdoor Event Coordinator


Date: May 6, 2015

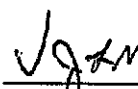
Re: Request for Event Agreement

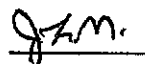
Dig the Beach Series Please ask your staff to prepare an event agreement for the above named event. Attached to this memo is the application, proof of corporate identification and Schedule 1, which should be attached to the agreement as an exhibit. In addition, the following City Departments have reviewed 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 passing any required inspections). *pending Risk Management Approval*

 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: *Parking* 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 Profit Corporation**

EXCLUSIVE SPORTS MARKETING, INC. OF FLORIDA

Filing Information

Document Number	M40700
FEI/EIN Number	592743367
Date Filed	10/27/1986
State	FL
Status	ACTIVE

Principal Address18 NW 18th St
Delray Beach, FL 33444

Changed: 01/29/2013

Mailing Address18 NW 18th St
Delray Beach, FL 33444

Changed: 01/29/2013

Registered Agent Name & AddressLORRAINE, MATTHEW
18 NW 18th St
Delray Beach, FL 33444

Name Changed: 12/12/2011

Address Changed: 01/29/2013

Officer/Director Detail**Name & Address**

Title CEO

LORRAINE, MATTHEW
18 NW 18th St
Delray Beach, FL 33444**Annual Reports**

Report Year	Filed Date
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2013	01/29/2013
2014	01/13/2014
2015	01/23/2015

Document Images

01/23/2015 -- ANNUAL REPORT	View image in PDF format
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01/27/2009 -- ANNUAL REPORT	View image in PDF format
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State of Florida, Department of State