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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Event Agreement: THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES – FIU BEACH VOLLEYBALL INVITATIONAL

CAM: 15-0982 CM-10 CCM: 08/18/2015

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

City Attorney's Office: Approved as to Form 1 Originals and Delivered to City Manager
Assistant City Attorney: CJC *[Signature]* 3/7/2016

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 City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Retains one original and forwards the Original Route form to Jeff Meehan 6075

Original Route form to Carolyn Bean

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

THE FLORIDA INTERNATIONAL UNIVERSITY, -a public body corporate of the State of Florida, whose principal place of business is 11200 SW 8th Street PC 548, Miami, Florida 33199 and who is referred to hereinafter as "Applicant" or "Sponsor".

JB
BOARD OF TRUSTEES

WHEREAS, the Applicant wishes to hold an outdoor event and obtain a Beach license pursuant to Section 8-55, 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, on August 18, 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 "FIU BEACH VOLLEYBALL INVITATIONAL" (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 is not required to pay the City of Fort Lauderdale for the 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 which cost shall be previously approved by Applicant as indicated below. 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 which cost shall be previously approved by Applicant as indicated below. 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) 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, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City'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.
- (10) 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.

- (11) 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. The City shall provide the Applicant with an estimate of expenses for the Event at least one (1) month prior to the Event. The City and the Applicant shall work collaboratively together to agree on the expenses prior to the Event. Should the City anticipate, prior to, during, or after the Event, additional expenses not previously agreed to by the parties, the City shall notify the Applicant and seek approval of such additional expenses prior to incurring such expenses.

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 revoke permission and to suspend or terminate the event or any portion of it if any of the elements of the agreement are violated provided that the Applicant has received prior notice and a reasonable time to cure any such violations prior to the termination or suspension of the Event.

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, and the attached Supplemental Addendum 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.

12. Sovereign Immunity.

Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of Applicant.

13. Public Records.

The City acknowledges that the Applicant is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. This Agreement and any related documents and/or correspondences the Applicant submits to the City shall also become a public records subject to the Public Records Law.

14. Relationship of the Parties.

The City is an independent contractor, and neither the City nor the City's employees, agents, or other representatives shall be considered Applicant's employees or agents. The City shall not use the Applicant's name, trademarks, logos, or marks without the Applicant's prior written approval. Notwithstanding any other terms and provisions of this Agreement, each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

[THIS SPACE WAS INTENTIONALLY LEFT BANK]

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

WITNESSES:

CITY OF FORT LAUDERDALE

H Skandrud

Heaterina Skandrud

[Witness print/type name]

[Signature] *for*

City Manager

Aina Rizzuti Smith
Aina Rizzuti-Smith

[Witness print/type name]

ATTEST:

[Signature]

City Clerk

Approved as to form:

[Signature]

Assistant City Attorney

WITNESSES:

THE FLORIDA INTERNATIONAL
UNIVERSITY ATHLETICS FINANCE
CORPORATION *BOARD OF TRUSTEES*

[Signature]

By: *[Signature]*

DAVID A SCOTT

[Witness print/type name]

Joseph Coren

JOSEPH COREN

[Witness print/type name]

JULIE BERG

HEATH GLICK, Senior Associate AD /
Chief Operating Officer

[Print/type name and title]

ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF FLORIDA:
COUNTY OF Florida:

The foregoing instrument was acknowledged before me this 4th day of March, 2016, by Heath Glick, as Senior Associate AD / Chief Operating Officer of The Florida International University Board of Trustees. He/She is personally known to me or has produced Drivers License as identification.

JULIE BERG

(SEAL)

Lucy Prosper

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

Lucy Prosper

Name of Notary Typed, Printed or Stamped

My Commission Expires: 8/4/2019

FF 906583

Commission Number



FLORIDA INTERNATIONAL UNIVERSITY- SUPPLEMENTAL ADDENDUM- GENERAL

1 Incorporation by Reference. FIU and Contractor hereby incorporate this Supplemental Addendum ("Addendum") into the Agreement ("Agreement"). If this Addendum conflicts with the remainder of the Agreement terms, this Addendum shall control.

2 Payment. Contractor shall submit bills for compensation for goods, services or expenses in sufficient detail for a pre-and post-audit; invoice requirements are available at <http://finance.fiu.edu>. FIU is a tax immune sovereign and exempt from the payment of sales, use and excise taxes; Contractor is responsible for applicable taxes under this Agreement. FIU's performance and obligation to pay under the Agreement is contingent upon the legislature's annual appropriation. FIU will make payment in accordance with FIU Regulation 2202 entitled "Prompt Payment." If FIU does not issue payment within 40 days of receipt of a proper invoice, FIU may pay Contractor an interest penalty at the rate established pursuant to Florida Statutes §55.03(1) if the interest exceeds one dollar (\$1.00). Contractors experiencing payment problems may contact the Vendor Ombudsman at (305) 348-2101. FIU may require Contractor to accept payments due to it under this Agreement via the University's EFT/ACH payment process.

3 Relationship of the Parties. Contractor is an independent contractor, and neither Contractor nor Contractor's employees, agents, or other representatives shall be considered FIU employees or agents. Contractor shall not use FIU's name, trademarks, logos, or marks without FIU's prior written approval. Contractor represents and warrants that it is not on the Convicted Vendor List (see Florida Statutes §287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Contractor also assumes such risk with respect to the willful or negligent acts or omissions of Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of Contractor in furtherance of Contractor fulfilling Contractor's obligations under the Agreement.

4 Public Records Law. Confidential Information. FIU is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. The Agreement, this Addendum and any related documents and/or correspondences Contractor submits to FIU shall also become a public record subject to the Public Records Law. FIU will respond to public records requests without providing Contractor any notice. Contractor acknowledges and agrees that any and all documents, materials and information furnished to the Contractor by FIU or its affiliates in connection with this Agreement (the "Information") are and shall remain at all times proprietary, and the sole property of FIU. Contractor shall not disclose Information to third parties unless it obtains FIU's prior written consent to such disclosure. Contractor shall at all times comply with any and all applicable state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information (as the term may be defined by state or federal law), including but not limited to Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). In the event that FIU will share with or provide access to Contractor of any protected health information ("PHI"), as that term is or may be defined by state or federal law, in order to perform this Agreement, FIU and Contractor shall enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). This provision shall survive the expiration or earlier termination of this Agreement.

5 Intellectual Property Infringement. If applicable, Contractor represents and warrants that any intellectual property furnished by Contractor to FIU will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Contractor will, at its sole expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs made against FIU by settlement or final judgment of a court that is based on a claim that Contractor's product(s) and/or service(s), as applicable, infringe the intellectual property right of a third party. FIU will provide reasonable cooperation in the defense of the suit at Contractor's expense. Contractor's liability shall not be limited by any limitation of liability in the Agreement. These defense and indemnity obligations shall survive the expiration or earlier termination of the Agreement.

6 Compliance with Laws. In the performance of this Agreement, Contractor shall, at its own expense, at all times during the Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times during the Term maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement.

7 General Provisions.

- A Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.
- B This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns.
- C Any term and/or condition in the Agreement on the following subject matters are hereby deleted and declared null and void.
 - i Grants of exclusivity by FIU to Contractor,
 - ii Restrictions on the hiring of the Contractor's employees,
 - iii Automatic renewals of the term of Agreement,
 - iv Limitation of time to bring suit,
 - v ~~Limitation of the Contractor's liability,~~
 - vi ~~Indemnification of the Contractor by FIU,~~
 - vii Attorneys' fees provisions; and
 - viii Mediation and arbitration clauses.
- D Contractor shall, at minimum, have and maintain the types and amounts of insurance that cover the Contractor, and if applicable, its subcontractor's exposure in performing this Agreement. FIU, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance; FIU is not required to obtain additional insurance for this Agreement. FIU is not liable for the acts of third parties or the consequences of the acts of third parties.
- E If FIU is specifically responsible for reimbursing Contractor for travel expenses pursuant to this Agreement, such expenses shall only be paid to the extent permitted by Florida Statutes §112.061 and FIU Policy 1110.060: "Travel: University Travel Expense."
- F This Agreement is governed by the laws of the State of Florida, without regards to any conflicts of law principles. Exclusive venue of any actions arising out of this Agreement shall be in Miami-Dade County, Florida.

8 Termination. FIU may terminate this Agreement by giving Contractor at least thirty (30) days prior written notice of termination. FIU shall only be liable for payment of goods received and/or services rendered and accepted by FIU prior to the effective date of termination.

9 No Counterparts, Facsimile Signatures Allowed. This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits and this Addendum, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimile signature shall have the same legal force and effect as an original signature.

The duly authorized representatives of the parties hereby execute this Supplemental Addendum.

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: Julie Berg

Name: JULIE BERG

Title: SENIOR ASSOCIATE AD

Date: 2/4/16

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

Date: _____



Detail by Entity Name

Trademark

FLORIDA INTERNATIONAL UNIVERSITY

Filing Information

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First Used Anywhere	NONE
Status	ACTIVE

Mark Used In Connection With

Owners

Name & Address

FLA INTERNATIONAL UNIVERSITY
UNIVERSITY PARK
MIAMI, FL 33199

Type/Class

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Cross Reference

No Cross Reference

Document Images

05/27/2004 -- Trademark Renewal

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State of Florida, Department of State