

DOCUMENT ROUTING FORM

Missing #5742 ✓ Done ✓ 4/2/14
2014 MAR 19 PM 2:19
CITY MANAGER

NAME OF DOCUMENT: Motion approving event agreements: Klutch Customs Autofest Car Show, Wilson Takeover at Sports Authority, Over the Edge for Gilda's, Art and Jazz at Victoria Park, Right Way Ministries and ModWeekend 2014

Approved Comm. Mtg. on March 4, 2014 CAM# 14-0259

ITEM: M - PH - O - CR R

Routing Origin: CAO ENG. COMM. DEV. OTHER

Also attached: copy of CAR copy of document ACM Form # _____ originals

By: _____ forwarded to: _____
Initials

1.) 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.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by _____ Date: _____
Finance Director

Amount Required by Contract/Agreement \$ _____ Dept./Div. _____

FUNDING SOURCE: Index/Sub-object _____ Project # _____

3.) City Attorney's Office: Approved as to Form # _____ Originals to City Mgr. By: _____

Cynthia Everett _____ Cole Copertino _____ Robert B. Dunckel _____
Ginger Wald _____ D'Wayne Spence _____ Paul G. Bangel _____
_____ DJ Williams-Persad _____

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

2014 MAR 17 PM 12:51
CITY ATTORNEY'S OFFICE

5.) City Manager: Please sign as indicated and forward # _____ originals to Mayor.

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 original document and forwards _____ original documents to _____

Copy of document to Carla Foster, CAO Original Route form to Carla Foster, CAO
 Attach _____ certified copies of Reso. # _____ Fill-in date

3/27

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

VICTORIA PARK CIVIC ASSOCIATION, INC., a non-profit corporation organized under the laws of Florida, whose principal place of business is 729 N. Victoria Park, Fort Lauderdale, Florida 33304-3434 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 March 4, 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 "ART AND JAZZ IN VICTORIA PARK" (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.

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. 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 \$1,000. 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 \$1,000 less the amount of all funds actually paid by the City, if applicable, to Applicant pursuant to this Agreement.
- (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 \$1,000 which amount shall be reduced by the amount actually paid, if applicable, by the City to Applicant pursuant to this Agreement, 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.

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 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]

27th IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the
day of March, 2014.

WITNESSES:

CITY OF FORT LAUDERDALE

Safeca Ali
[Witness print/type name]
Safeca Ali

Donna Varisco

Donna Varisco
[Witness print/type name]

[Signature]
Mayor

[Signature]
City Manager

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

WITNESSES:

VICTORIA PARK CIVIC ASSOCIATION, INC.

Miguel Romero

[Witness print/type name]

[Signature]

DEAN HOGAN

[Witness print/type name]

By [Signature]

JAMES HOLLOWAY, PRESIDENT

[Print/type name and title]

ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF FLORIDA:
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 6th day of March, 2014, by JAMES HOLLOWAY, as PRESIDENT of VICTOR PARK CIVIC ASSOCIATION, INC. He/She is personally known to me or has produced _____ as identification.

(SEAL)



Eduardo Chaparro
Notary Public
State of Florida
MY COMMISSION # EE 878837
Expires: February 27, 2017

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

Eduardo Chaparro
Name of Notary Typed, Printed or Stamped

My Commission Expires: 2/27/17.

EE 878837.
Commission Number

SCHEDULE ONE

- 1 Name of Applicant: Victoria Park Civic Association, Inc
- 2 Name of Outdoor Event: Art and Jazz in Victoria Park
- 3 Date of Setup: Sunday, March 23, 2014
- 4 Time of Setup: 7:00am
- 5 Date of Event: Sunday, March 23, 2014
- 6 Time of Event: 12:00pm- 4:00pm
- 7 Date of Breakdown: Sunday, March 23, 2014
- 8 Time of Breakdown: 4:00pm
- 9 Event Location: Victoria Park- 2 N. Victoria Park Road
- 10 Road Closings: No
- 11 Alcohol: No

Memorandum

To: Cynthia A. Everett, City Attorney

From: Jeff Meehan, Outdoor Event Coordinator

Date: February 5, 2014

Re: Request for Event Agreement

Art and Jazz in Victoria Park 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:

[Signature] 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.

[Signature] 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.*

[Signature] 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).

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

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

[Signature] Other City Department: [Signature] has reviewed and approved the proposed plan.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2013

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(ies) 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).

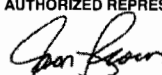
PRODUCER BB Insurance Marketing Inc 11870 W. State Road 84, C-15 Ft. Lauderdale FL 33324		CONTACT NAME: Andrea Lopez ext 314 PHONE (A/C, No, Ext): 954-452-4900 E-MAIL ADDRESS: andrea@bbimi.com FAX (A/C, No): 954-452-0450	
INSURED VICTO-4 Victoria Park Civic Assoc, Inc P.O. Box 4472 Ft. Lauderdale FL 33338		INSURER(S) AFFORDING COVERAGE INSURER A : Northern Insurance Company of INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 19372

COVERAGES **CERTIFICATE NUMBER:** 1554623103 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PPS043506576	7/10/2013	7/10/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PPS043506576	7/10/2013	7/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Nonprofit Neighborhood Civic Association Located 1201 N. Flagler Drive #1166, Ft. Lauderdale, FL 33304.
Certificate Holder is included as an additional insured with respects to general liability only as required by written contract.

CERTIFICATE HOLDER City of Fort Lauderdale Parks & Recreation Dept. 1350 W. Broward Boulevard Ft. Lauderdale FL 33312	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. AUTHORIZED REPRESENTATIVE 
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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Non Profit Corporation

VICTORIA PARK CIVIC ASSOCIATION, INC.

Filing Information

Document Number	752157
FEI/EIN Number	651042609
Date Filed	04/23/1980
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/16/1996
Event Effective Date	NONE

Principal Address

729 N VICTORIA PARK RD
FORT LAUDERDALE, FL 33304-3434

Changed: 04/28/2004

Mailing Address

729 N VICTORIA PARK RD
FORT LAUDERDALE, FL 33304-3434

Changed: 04/28/2004

Registered Agent Name & Address

JARRETT, THORNIE
729 N VICTORIA PARK RD
FORT LAUDERDALE, FL 33304-3434

Name Changed: 04/28/2004

Address Changed: 04/28/2004

Officer/Director Detail

Name & Address

Title VP, Director

HOLLOWAY, JAMES
120 NE 17TH AVE
FORT LAUDERDALE, FL 33301

Title President, Director

MAUS, CATHERINE
618 NE 17TH WAY
FORT LAUDERDALE, FL 33304

Title Treasurer, Director

DIEHL, JENNIFER
836 NE 17 TERRACE
FORT LAUDERDALE, FL 33304

Title Secretary, Director

WATKINS, PRESTON
633 NE 9TH AVENUE
FORT LAUDERDALE, FL 33304

Annual Reports

Report Year	Filed Date
2011	02/27/2011
2012	04/29/2012
2013	02/21/2013

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