

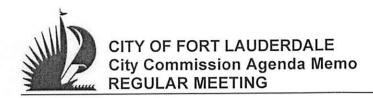
COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

16

Today's Date: <u>03/24/2025</u>

	res Beyond 10:00am on the Barrier Island with Integrity Multisport
Inc. for the Las Olas Triathlon - (Co	ommission District 2
COMM. MTG. DATE: <u>03/04/2025</u>	CAM #: <u>25-0255</u> ITEM #: <u>CM-5</u> CAM attached: ⊠YES ⊡NO
Routing Origin: CAO Router Nan	ne/Ext: <u>StephanieS. /5001</u> Action Summary attached: ⊠YES ☐
NO	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, or 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, or real.
CIP FUNDED: ☐ YES ☒ NO	
1) City Attorney's Office: Docume	ents to be signed/routed? YES NO # of originals attached: 1
Is attached Granicus document Fina	al? ⊠YES □NO Approved as to Form: ☑YES □NO
	ricia SaintVil-Joseph rney's Name
2) City Clerk's Office: # of original	s: 1 Routed to: Donna V./Amber C./CMO Date: 03/24/25
3) City Manager's Office: CMO LC	OG #: Man 58 Document received from:
Assigned to: SUSAN GRANT CHRIS COOPER	LAURA REECE BEN ROGERS
LAURA REECE as CR	A Executive Director
APPROVED FOR S. GRANT'S S	SIGNATURE N/A FOR S. GRANT TO SIGN
PER AACM: C. Cooper B. Rogers (Initial/Dat	re)
Comments/Questions:	
Forward 1 originals to Mayo	or 🗵 CCO Date:
4) Mayor/CRA Chairman: Please s seal (as applicable) Date:	ign as indicated. Forward 1 originals to CCO for attestation/City
5) City Clerk: Scan original and for	wards1_ originals to:B. Henry /PARKS /ext. 4349
Attach certified Reso #	□YES ⊠NO

PSJ	CM-2	<u>25-0183</u>	Motion Approving an Outdoor Event Agreement and Request for Road Closures with Team Footworks Educational and Fitness Corporation for the Lexus Corporate Run - (Commission Districts 2 and 4) <u>Attachments:</u> Commission Agenda Memo #25-0183 <u>Exhibit 1 - Lexus Corporate Run Event Agreement</u>
PSJ	CM-3	25-0232	Motion Approving an Outdoor Event Agreement and Request for Road Closures with Twinsplace LLC for Friday Dining in the Streets - (Commission District 1) Attachments: Commission Agenda Memo #25-0232 Exhibit 1 – Friday Dining in the Streets Event Agreement
PSJ	CM-4	<u>25-0186</u>	Motion Approving an Outdoor Event Agreement with Evan Berman Productions, LLC for the Fort Lauderdale Beer, Wine and Spirits Fest - (Commission District 2) Attachments: Commission Agenda Memo #25-0186 Exhibit 1 – For Lauderdale Beer, Wine and Spirits Fest Event Agreement
PSJ	CM-5	<u>25-0255</u>	Motion Approving a Temporary Beach License, Outdoor Event Agreement and Request for Extended Road Closures Beyond 10:00am on the Barrier Island with Integrity Multisport Inc. for the Las Olas Triathlon - (Commission District 2) Attachments: Commission Agenda Memo #25-0255 Exhibit 1 – Las Olas Triathlon Festival Event Agreement
PSJ	CM-6	<u>25-0069</u>	Motion Approving a License Application and an Agreement for the Sale, Service, and Consumption of Food and Alcoholic Beverages on the Public Beach - CWI-GG RCFL Property Owner, LLC for The Ritz Carlton, Fort Lauderdale - (Commission District 2) Attachments: Commission Agenda Memo #25-0069 Exhibit 1 - Application Package Exhibit 2 - License Agreement
PSJ	CM-7	<u>25-0128</u>	Motion Approving a License Application and an Agreement for the Sale, Service, and Consumption of Food and Alcoholic Beverages on the Public Beach for the Q Club Hotel, LLC d/b/a Hilton Fort Lauderdale Beach Resort - (Commission District 2) Attachments: Commission Agenda Memo #25-0128 Exhibit 1 - Application Package Exhibit 2 - License Agreement



#25-0255

TO:

Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM:

Susan Grant, Acting City Manager

DATE:

March 4, 2025

TITLE:

Motion Approving a Temporary Beach License, Outdoor Event Agreement and Request for Extended Road Closures Beyond 10:00am on the Barrier Island with Integrity Multisport Inc. for the Las Olas Triathlon -

(Commission District 2)

<u>Recommendation</u>

Staff recommends the City Commission approve a temporary beach license, outdoor event agreement and request for extended road closures on the Barrier Island beyond 10:00am with Integrity Multisport Inc., in substantially the form attached, and authorize execution of the agreement by the City Manager.

Background

On May 1, 2024, Integrity Multisport Inc. submitted an outdoor event application for the Las Olas Triathlon to be held at Las Olas Oceanside Park and the Fort Lauderdale Beach. The event is scheduled to take place on April 13, 2025, which is more than the 90-day application deadline, therefore the outdoor event application fee is \$200. The event impacts will start on April 12, 2025, and end on April 13, 2025, which includes the setup period, event period, and breakdown period. The event applicant is scheduled to be on the sand for one day, therefore the beach usage fee is \$500.

The event organizer attended the January 29, 2025 outdoor events meeting to review the event details with City staff, including the Parks & Recreation Department, Transportation and Mobility Department, Police Department, and Fire Department. The outdoor events meeting focuses on operational logistics, cross departmental coordination, and event organizer requirements.

The event organizer is requesting the following special permissions that require City Commission approval:

Road closures beyond 10:00am on the Barrier Island

Northbound State Road A1A from the Bahia Mar to Oakland Park Boulevard

City staff invited the surrounding civic associations to the outdoor events meeting as well as sent a copy of the application and site plan. Upon approval, the City's online events calendar will be updated to reflect this event. Prior to the event, the applicant will place Variable Message Signs (VMS) along the proposed course to ensure that the surrounding residents are made aware of the event.

The event agreement defines the responsibilities of the event organizer such as covering the associated event expenses and the required certificates of insurance. The event organizers will also secure all other necessary permits and licenses that are required from other agencies. Authorization for the execution of the event agreement is contingent upon the City Attorney's Office reviewing and approving as to form all documents prior to their execution by the City Manager or designee.

Resource Impact

Revenue related to these agreements is included in the FY 2025 operating budget in the accounts listed below.

Funds available as of Fe	bruary 3, 2025				
ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT / ACTIVITY NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-6025-000-347- 200-PKR029	Community Events	Charges for Service/ Nonsponsor Charges – Spec Event Fees	\$90,000	\$6,400	\$700
	•		TOTAL	AMOUNT >	\$700

Strategic Connections

This item supports the 2029 Strategic Plan, specifically advancing:

• The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We are Here.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Place specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Area
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our city.

Attachment

Exhibit 1 – Las Olas Triathlon Festival Event Agreement

Prepared by: Brittany Henry, Senior Administrative Assistant, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

CITY OF FORT LAUDERDALE

TEMPORARY BEACH LICENSE

AND

OUTDOOR EVENT AGREEMENT

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, with its principal address at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, (hereinafter referred to as "City"),

and

INTEGRITY MULTISPORT INC., a Florida profit corporation, with its principal address located at 16110 Alexander Run, Jupiter, Florida 33478, and is hereinafter referred to as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event at the **Las Olas Oceanside Park and Fort Lauderdale Beach** and has submitted a Special Event Application with an Anti-Human Trafficking Affidavit, which are incorporated into this Agreement and identified as "Composite Exhibit A" in compliance with the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and Section 787.06, Florida Statutes (2024), as may be amended or revised; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and 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 <u>March 4, 2025</u>, by Motion, the City Commission of the City of Fort Lauderdale authorized the City Manager 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:

Parties agree 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.

TRIATHLON" (hereinafter referred to as the "Event") only at the date(s), time(s), and with any approved road closure(s) and music exemption(s), as set forth in the attached Schedule 1 ("Exhibit B") and at the location particularly described in the attached Event Location Map ("Exhibit C") and Event Site Plan ("Exhibit D") (if applicable), which are attached hereto and made a part of this Agreement.

3. Temporary Beach License General Terms

- (a) 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.
- (b) Pursuant to Section 8-54, City of Fort Lauderdale Code of Ordinances, Applicant shall be permitted to sell either food, alcoholic beverages, Event merchandise, or all, during such times and in such areas specifically described herein and approved by the City Commission.
- (c) The Applicant agrees to pay \$500.00 per day for each Event use of the beach, including set-up and breakdown days.

4. General Requirements.

- (a) 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 and local laws regarding the use of fireworks.
- (b) 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.
- (c) The Applicant shall coordinate with the City's Department of Sustainable Development to 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. Prior to the Event, the Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (d) If the Event includes the sale or distribution of any food or beverages, prior to the Event, 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.
- (e) 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.
- (f) 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.
- (g) The Applicant shall pay for the expense of all City services provided as a result of the Event identified by City staff prior to the Event. 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.
- (h) In advance of the Event, the Applicant shall submit a written plan to the City Manager 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 Manager or his designee has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (i) 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 by special City permit approved by the City Commission.
- (j) 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, City Manager or his designee and any other governmental agency that may have jurisdiction;
- (k) Pursuant to Section 16-154(1)(b) of the Code of Ordinances of the City of Fort Lauderdale, special event permittees are prohibited from using polystyrene products, or utilizing polystyrene food and beverage packaging while serving or preparing food or beverages or providing polystyrene products to anyone while operating or located on City facilities or City property. The City may revoke the special event permit immediately if this section is violated. This subsection shall not apply to expanded polystyrene food and beverage packaging that was packaged outside of the City and sealed prior to receipt by the special event permittee.

5. Insurance.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement, including setup and breakdown periods, and during any renewal or extension term of this Agreement, the Applicant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Applicant. The Applicant shall provide the City a certificate of insurance evidencing such coverage. The Applicant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Applicant shall not be interpreted as limiting the Applicant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Applicant for assessing the extent or determining appropriate types and limits of coverage to protect the Applicant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Applicant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent Applicants.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Applicant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Applicant does not own vehicles, the Applicant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2024). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes (2024).

The Applicant waives, and the Applicant shall ensure that the Applicant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Applicant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

<u>Insurance Certificate Requirements</u>

a. The Applicant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

- b. The Applicant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Applicant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Applicant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Applicant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Applicant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows: City of Fort Lauderdale 401 SE 21st Street Fort Lauderdale, FL 33316

The Applicant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Applicant's expense.

If the Applicant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Applicant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Applicant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Applicant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Applicant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Applicant's insurance policies.

The Applicant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Applicant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Applicant's responsibility to ensure that any and all of the Applicant's and subcontractors comply with these insurance requirements. All coverages for independent Applicants and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Applicant.

6. 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 City Manager's Office. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

7. Reimbursement of expenses.

Applicant shall reimburse the City for all expenses, including but not limited to, police, fire/EMS, parking, parks and recreation 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 City Manager's Office. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

8. Public Records

This agreement and any other documents pertinent to this Agreement is subject to the public records disclosure as prescribed in Chapter 119, Florida Statutes (2024), and as may be amended or revised, or as otherwise provided by law. IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

9. Notices.

- (a) Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement or any Assumption Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as Applicant may from time to time designate by notice as herein provided.
- (b) All notices of default, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Susan Grant

Acting City Manager City Fort Lauderdale

101 NE 3rd Avenue, Suite 2100 Fort Lauderdale, Florida 33301

With a copy to: D'Wayne M. Spence

Interim City Attorney
City of Fort Lauderdale

1 East Broward Blvd., Suite 1320 Fort Lauderdale, Florida 33301

AS TO APPLICANT: Integrity Multisport Inc.

ATTN: Robert L. Childers, Jr.

16110 Alexander Run Jupiter, FL 33478

10. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager or his/her designee, shall have the authority to suspend all or any part of the Event when the City Manager or his/her designee 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/her written determination or in the event any of the elements of the agreement are violated.

11. Compliance with laws.

- (a) 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.
- (b) 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.

(c) 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.

12. Indemnification

Applicant shall protect and defend at Applicant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with this Event or arising directly or indirectly out of any act or omission by the Applicant or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Applicant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

13. Limitation of Liability

- (a) 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.
- (b) 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 (2024).

14. 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.

15. Venue.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

16. Incorporation.

This Temporary Beach License and Outdoor Event Agreement, together with the attached Schedule One and Outdoor Event 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.

17. Anti-Human Trafficking.

As a condition precedent to the effectiveness of this Agreement, the Applicant shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the Applicant under penalty or perjury attesting that the Applicant does not use coercion for labor or services as defined in Section 787.06, Florida Statues (2024), as may be amended or revised.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:

CITY OF FORT LAUDERDALE, a Florida

municipal corporation.

DAVID R. SOLOMA

City Clerk

SUSAN GRANT

Acting City Manager

Approved as to form and correctness: D'WAYNE M. SPENCE, Interim City Attorney

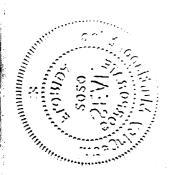
PATRICIA SAINTVL-JOSEPH

Assistant City Attorney



APPLICANT/SPONSOR

WITNESSES	INTEGRITY MULTISPORT INC., a Florida Profit Corporation.
Ires Rand	By: Robert L Children J ROBERT L. CHILDERS, JR., CEO
Signature	ROBERT L. CHILDERS, JR., CEO
Print Name	
07000	Contraction of the Contraction o
Signature	
Mercales Childers	
Print Name	
	and the second s
	[CORPORATE SEAL]
STATE OF FL: COUNTY OF Pala Beach	
The foregoing instrument was ack	knowledged before me by means of Aphysical
presence or online notarization, this	nowledged before me by means of physical day of March, 2025, by ROBERT
L. CHILDERS, JR., as CEO of INTE	GRITY MULTISPORT INC., a Florida profit
corporation.	
NIOTA DV OF ALL	han
[NOTARY SEAL]	(Circulation Dublic Obstantials)
	(Signature of Notary Public- State of Florida)
	Notary Public State of Florida Mark Einloth My Commission HH 484573
a .	(Print, Type, or Stamp Commissioned Name of
	Notary Public)
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Personally known OR Produced lo	dentification
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EXHIBIT A CITY OF FORT LAUDERDALE SPECIAL EVENT APPLICATION

Date Applic	ation Received
5/1/24	
Staff Initials	РВН

Submit COMPLETED Application, Site Plan, Site Plan Narrative & Application Fee AT LEAST 60 DAYS PRIOR TO YOUR EVENT. All sections must be completed, application signed and all pages initialed by the applicant. Incomplete applications will be returned to applicant. After you submit the application with your fee you will be contacted to meet with the Special Events team to review:

Facility/Location requested

2. Compliance with City ordinances

Special permits required

4. Other Charges for City Services

5. Security requirements

Environmental issues/effects on surrounding areas

Maintenance of Traffic Plan

5/1/24	
Staff Initials_	РВН

Application Fee (non-refundable)

\$200 - 90 days before event \$1,000 - 60-89 days before event

Riverwalk District Refundable Compliance/Security deposit

First/Second time event - \$1.500/day Third/Fourth time event - \$1,000/day Fifth time or more event - \$500/day

(see Part V: Riverwalk District Outdoor Events)

PART 1: EVENT REQUEST
Event Name Las Olas Triathlon
Purpose of event (check one) Fundraiser Awareness Recreation Other
Minor Event Minor Event Intermediate Event Major Event Legacy Minor Event (Commission approval required) – Sustained attendance of 500 or less with a road closure, music exemption or alcohol Administrative Approval – Minor event with sustained attendance of 500 or less with no road closures, music exemptions or alcohol Intermediate Event (Commission approval required) – Sustained attendance between 501 & 5,000, Major event (Commission approval required) – Sustained attendance over 5,000, Legacy Events – 2+ years in good standing
Expected maximum attendance 700 Expected sustained attendance 700
Has this event been held before? No X Yes List past dates, locations and attendance:
4/14/24,3/5/23,3/6/22,3/28/21,3/8/20,3/10/19,3/11/18,3/12/17,3/13/16, last 3 at Las Olas Oceansic
Park, prior at other parks on A1A. Attendance ranges from 500 to 1200. 2024 was 703
announcer will be used at the finish line and for awards.
Location Las Olas Oceanside Park (LOOP) / Fort Lauderdale Beach across from LOOP Park
Is event located directly on the beach? Yes *\$500/day fee including setup and breakdown days.
Date and Time START DATE END DATE START TIME AM/PM END TIME AM/PM ATTENDANCE
SETUP 4/12/25 4/12/25 7 🕱 8 🕱 15
EVENT DAY(S)* 4/13/25 4/13/25 4 10 700
BREAKDOWN 4/13/25 4/13/25 10 X 1 1 15
*Supply additional information if event times vary or events are on non-contiguous days:
Setup time will be worked around the farmers market. We've coexisted well the last 3 years.

PART II: APPLICANT		
Organization Name Integrity Multis For-Profit Non-profit Private Name of Authorized Signatory Integrity Federal ID # 85-3034790 Address 10152 W. Indiantown Rd,	(as registered in Sunbiz) Multisport Inc.	Phone 954-501-7200
Email rob@integritymultisport.c		Zip
Two Authorizing Officials for the Organizat		
	Title CEO	Phone 954-501-7200
Name Mercedes Childers		Phone 954-501-7100
Event Coordinator Name Robert Chil		Will you be on-site? Yes No
Title CEO Phor		Cell 954-501-7200
E-mail address rob@integritymultis		
Additional Contact Name Mercedes Title CFO Pho E-mail address mercedes@integri	Childers ne 954-501-7100	Will you be on-site? Yes No
Event Production Company *If other than ap		
Contact NameE-mail address		Cell
PART III: EVENT INFORMATION		
Advertising/Promotion No Yes Alcohol for Sale No Yes	bhol for Free No Prved? (Draft truck, bar tend	
Name and contact of company *Florida Bureau of Fair Rides (850) 921-1530 must be of all vendors and rides prior to use.	contacted 30 days before the ev	ent to schedule inspections and final approval CAM #25-0255

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Applicant initials rc Staff initials PBH

Exhibit 1 Page 15 of 28

Electricity No X Yes Generators *Generators above a certain size must be permitte	No Yes What size?
Company:	License #:
Name of electrician:	Phone:
	at type of entertainment will be there? Any notable performers?
	es Name & contact of company: ad MOT implemented by All American Barricades.
* Include proposed fences in your Site Plan & Narrattor maximum occupancy.	tive along with egress and ingress points. An architectural design may be required
Fireworks & Flame Effects No	Yes Name & contact of company:
*A permit and fire Watch is required for all pyrotecl FireSpecialEvents@fortlauderdate.gov	hnics displays. Contact <u>firemarshal@fortlauderdale.aov</u> or
* State Health Department at (954) 397-9366 must b Rescue Department at (954) 828-5080 to ensure cor booth. If a propane tank is used for a fuel source, it hours cost will cost \$75 per hour.	Processing No Yes Cooking On Site No Yes be notified 10 days prior to event. All Food Vendors must be inspected by the Fire impliance prior to serving food. A fire extinguisher is required for each food must be secured on the outside of the booth, inspections during non-working
	ndproofing equipment? No Yes No Yes No Yes
and the second control of the second control	PA system, no live performers or excessive volume
*Amplified music is required to end by 9:00pm (Sun List the type of equipment you will use: (s	day - Thursday) and 10:00pm on Fiday and Salurday
speakers	peakers, arripiner, arorris, etc)
	n to 10:30am on Sunday, April 13, 2025
How close is the event to the nearest resid	dence? > 1/4 mile
*It is the responsibility of the event coordinators/pro	omoter to reach out to businesses within proximity of the event.
	.ist parking lots/spaces impacted with dates & times: vill be billed at \$30.00/day per space equaling \$14,100.00 per day.
NB Side of A1A north of Sunr	ise
*All Parking Spaces that are impacted by an event and must be paid in full before the event. If you have	will be billed to the event organizer through the Transportation & Mobility Dept. ve any parking questions 954-828-3763.
Road Closings No Yes List road Maintenance of Traffic (MOT) Plan through Transp	ads to be closed with dates & times of closures: *Road Closures require portation & Mobility Dept. Contact 954-828-4997 or MOT@fortlauderdale.gov.
A1A will be set up with a coun	nterflow on SB side of roadway
North Bound A1A (from Bahia Marentrand	ce light to Oakland Park Boulevard) April 13, 2025 (4:00am - 11:00ar
as Olas Boulevard (from A1A to Seabree	eze Boulevard) April 13, 2025 (4:00am - 11:00am)
Company Name All American Barric	cades Contact Ariel Garces Phone 954-512-8900
	CAM #25-0255

Exhibit 1
Page 16 of 28

Bridge Closings No Yes Bridge	elocation(s)?	ankor; masocoocoocoocoo
Date(s) of Closure?	Time(s) of Closure?	
*Events that impact Andrews Avenue and 3rd Avenue Division. For more information call 954-577-4571, Clo Closure Approval Letter with the application for each	ue must be opproved by Broword C. sing a bridge requires submitting the	ounty Highway Canstruction and Engineering
Sanitation & Wastel "Recycling must be provided at all City events, facility	lies & porks. All dumpsters must be re	emoved at the end of the event.
Company Name Budget Dumpster	Contact Carolyn	Phone 305-507-0571x2130
*All grounds must be cleaned up immediately after of re-lining all garbage receptacles. All garbage must be recycling services.		
Securify/Police No Yes Wh	o is your Police contact for o	fficers & security planning?
Nome Capt. Jeff Jenkins	Phone 95	54-605-7882
'Security companies and their plans must be approve	ed and you may still be required to	hire City Police. See Part IV below.
Security Company	Contact	Phone
Tents or Canopies No Yes Q	Quantity & size of each? 'The S	
1-5 10x10 popup tents if conditions al		Construct (OSO) Building
Tents larger than 10 x 10 require a permit. Tent permits services Division. Contact (954) 828-6520 with any quit they are going to be used for cooking or if there are	uestions. A permit and final inspecti	
Company Name	Contact	Phone
	it be removed within 24 hours, Porta er at 954412-7334.	ble Toilets are regulated by Broward County.
PART IV: SECURITY AND EMERGENCY S	SERVICES	
Your Event may require Security and Emer your Site Plan and Narrative. MOT, transp- your Special Events meeting.		
If Fire Rescue or Police staff are scheduler Rescue staff and a minimum of three (3) charges 45 minutes to set up and 45 minutes an event representative must call each de or the organization will be charged.	hours for each Police staff es to break down for each e	will be charged. Fire Rescue also event. If the event is canceled then
The hourly rate and costs for services are (must be paid within 30 days) except for m change after the meeting.		
On-site Contact Name Mercedes Ch	nilders	Phone 954-501-7100
Fire Prevention and Emergency Medical Se	ervices	
Fire Rescue may need to inspect your ever attendance and other risk factors such as complete your Building Permit Form with D	alcohol, time, day, location,	, event type or weather. When you

Applicant initials rC Staff initials PBH

CAM #25-0255

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and inspections you need and immediately pay DSD directly. For questions call the Fire Marshal at (954)

828-6370.

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Police

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. Depending on your event it may be possible to supplement some of the City Police services with a private third-party security company if their security plan is approved by the City Police department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

If a Fort Lauderdale Police vehicle is required then a Hold-Harmless Agreement must be signed and Liability coverage of a minimum of one million dollars (\$1,000,000) must be provided.

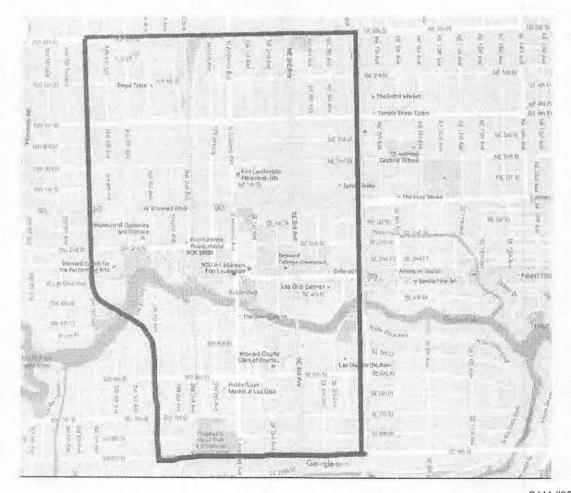
PART V: RIVERWALK DISTRICT OUTDOOR EVENTS

Riverwalk Fort Lauderdale, Inc. oversees all outdoor events within the Riverwalk District (outlined below) held on public land, public right-of-way and at all City parks including the Riverwalk Park, Esplanade Park, Peter Feldman Park, Hardy Park, Sistrunk Park, Stranahan Park, Smoker Park and Laura Ward Plaza.

Riverwalk Event Requirements:

- Refundable Security/Compliance deposit (outlined on page 1) made payable to Riverwalk Fort Lauderdale
- 2. Site Visit
- 3. Certificate of Insurance for Riverwalk Fort Lauderdale
- 4. Riverwalk Event Checklist
- 5. Riverwalk Event Rules & Regulations
- 6. Other documents as determined based on your application and City requirements

After your application is submitted, contact the Riverwalk Parks Operation Manager at 954-468-1541 x 205.



PART VI: APPLICANT'S ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge.

If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Manual it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable) must turnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater or two million dollars (\$2,000,000) if bounce houses are part of the event, or as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that City of Fort Lauderdale Parks and Recreation sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

I understand that the City of Fort Lauderdale Police department will determine all security requirements and that the City of Fort Lauderdale Fire Rescue department will determine all fire and Emergency Medical Services requirements.

I understand that any cancelations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that I may be required to provide a deposit based on historical performance or lack thereof.

Lunderstand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other city representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event. I may be directed to shut down the music or entertainment for the remainder of the event.

Robert Childers

Digitally signed by Robert Childers Date: 2024.05.01 15:22:11 -04'00'

5/1/24

Event Applicants signature

Date

PART VII: SUBMISSION

Email application and plans to: bhenry@fortlauderdale.gov

Include theses plans with application for:

- 1. ALL events Event Site Plan & Narrative show stages, restrooms, fencing, tents etc.
- 2. Closed Roads Maintenance of Traffic Plan show barricades, directions, cones, etc.
- 3. 5000+ people Transportation Plan show transportation options for attendees.
- 4. Security needs Security Plan detail how event coordinator will manage security.
- Riverwalk District Events Refundable Security/Compliance Deposit and other documents outlined in Part V: Riverwalk District Outdoor Events.

Mail application fee (payable to City of Fort Lauderdale) to:

Brittany Henry, Special Events Coordinator 701 S. Andrews Fort Lauderdale, FL 33316

For assistance or questions about the outdoor event process please contact 954-828-4349 or 954-828-5349.



CITY OF FORT LAUDERDALE - PARKS AND RECREATION DEPARTMEN

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 09/13/2024

a Flori	(Print name of corporation)
**************	The state of the s
"Nong	governmental Entity"), under penalty of perjury, hereby deposes and says:
4	Margare in Robert Childers
1.	My name is Robert Childers (Print complete name of corporate officer/authorized representative)
2.	I am an X officer or authorized representative (Select one) of the Nongovernmenta Entity. My title is: CEO
	(Print title of corporate officer/authorized representative)
3.	I attest that the Nongovernmental Entity does not use coercion for labor or services a defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.
Traffic	Under penalties of perjury, I declare that I have read the foregoing Anti-Human cking Affidavit and that the facts stated in it are true.
Signa	ture of Officer or Representative: R Children
Office	Address: 10152 Indiantown Rd., Suite 139, Jupiter, FL 33478
Email	Address: rob@integritymultisport.com
Main	Phone Number: 772-206-0874 FEIN No.: 85-3034790
vialii l	Phone Number: 772-206-0874 FEIN No.: 85-3034790
	4.
STAT	4.
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STAT	Sworn to and subscribed before me by means of physical presence or online cation, this day of Jan . 2024, by Robert Childrens (Print name of corporate officer/representative)
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STAT COUN	Sworn to and subscribed before me by means of physical presence or online cation, this day of and subscribed before me by means of physical presence or online cation, this day of and subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, this day of subscribed before me by means of physical presence or online cation, and the subscribed before me by means of physical presence or online cation, and the subscribed before me by means of physical presence or online cation, and the subscribed before me by means of physical presence or online cation, and the subscribed before me by means of physical presence or online cation, and the subscribed before me by means of physical presence or online cation, and the subscribed before me by means of physical presence or online cation, and the subscribed before me by means of physical presence or online cation, and the subscribed before me by means of physical presence or online cation, and the subscribed before me by means of physical presence or online cation cation.
STAT COUN notari	Sworn to and subscribed before me by means of physical presence or onling cation, this day of an end of corporate officer/representative) (Signature of Notary Public State of Florida Mark Einloth Print, Type of State of Control Supples Name of

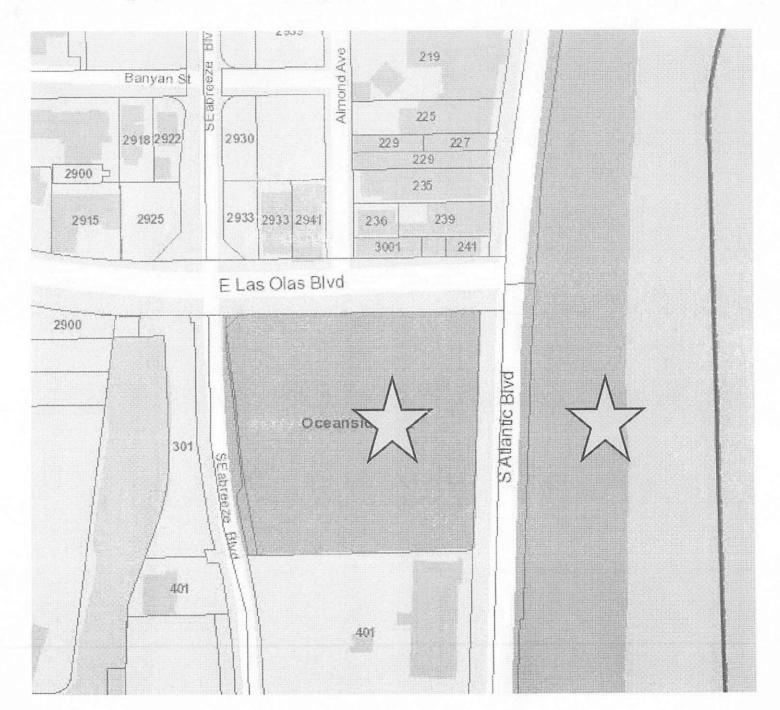
Schedule – 1 EXHIBIT B

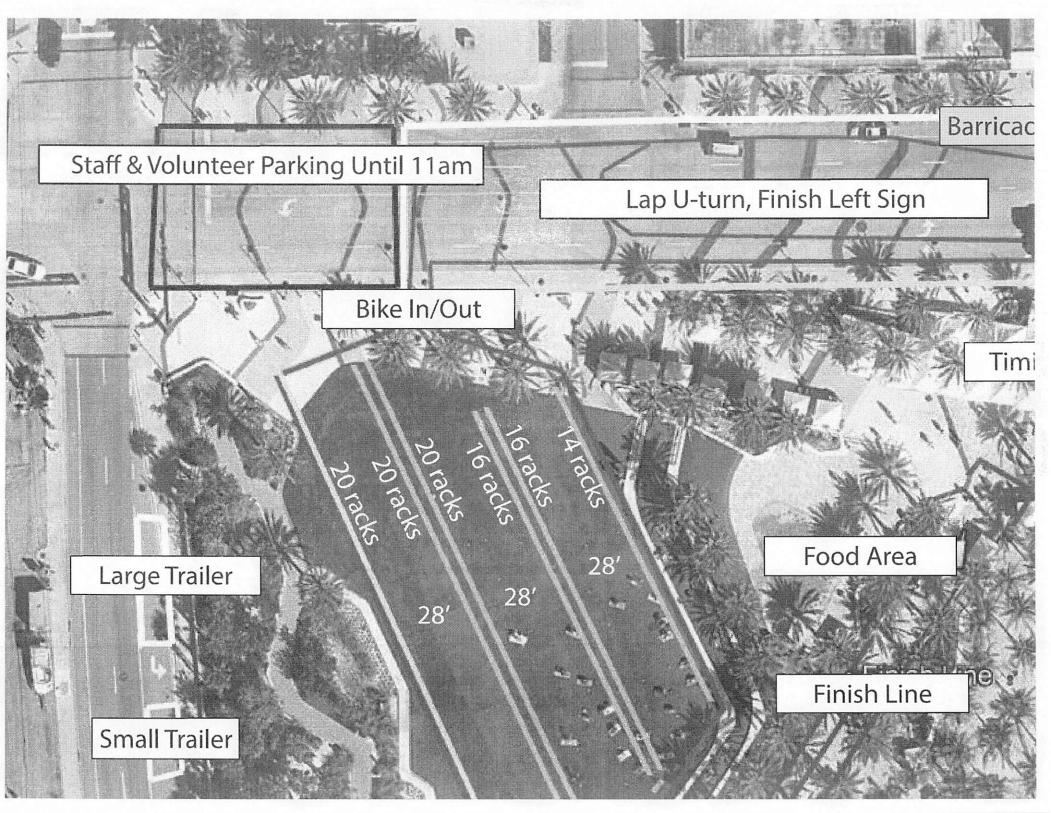
Applicant:	Integrity Multisport Inc.	
Event Name:	Las Olas Triathlon	
Date/Time:	April 13, 2025 (4:00am – 10:00am)	
Las Olas Oceanside Park (LOOP) Fort Lauderdale Beach – Across from LO		
Set Up Date/Time:	April 12, 2025 (7:00am – 8:00pm)	
Breakdown Date/Time:	n Date/Time: April 13, 2025 (10:00am – 1:00pm)	
Road Closing:	Yes – Road closures on Barrier Island beyond 10:00am as indicated below and A1A will be set up with a counterflow on SB side of roadway. • April 13, 2025 (4:00am – 11:00am) • Northbound lanes of A1A (from Bahia Mar entrance Light to Oakland Park Boulevard) • Las Olas Boulevard (from A1A to Seabreeze Boulevard)	
Alcohol: No		
Amplified Music: April 13, 2025 (7:00am – 10:30am)		
Special Permission:	Yes — Road closures on Barrier Island beyond 10:00am as indicated below and A1A will be set up with a counterflow on SB side of roadway. • April 13, 2025 (4:00am – 11:00am) • Northbound lanes of A1A (from Bahia Mar entrance Light to Oakland Park Boulevard) • Las Olas Boulevard (from A1A to Seabreeze Boulevard)	

Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$200
Beach Fee:	\$500

. .

EXHIBIT C: Las Olas Triathlon





The Las Olas Triathlon consists of a swim, bike, then run.

SWIM - Map # 1

The swim starts at 3 different locations (400 meters, 800 meters, and 1500 meters) from the swim exit located right across from Las Olas Oceanside Park. The swim direction will be with the current so the start locations depend on the ocean conditions on race morning.

BIKE - Map # 2

After swimming, participants will get on their bike and head north out of Las Olas Oceanside park to Oakland Park Boulevard before returning to the park. Short racers will do 1 lap, intermediate 2 laps, and Olympic 3 laps.

RUN - Map # 3

After biking, participants will run south on A1A 0.4 mile to across from the Bahia Mar, then head back north 2.6 miles to NE 18th Street before reversing the route back to the finish line at Las Olas Oceanside Park. Shorter distance racers will turn around earlier at the 1 and 2 mile points.

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