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	COMMISSION AGENDA ITEM	
	Today's Date: <u>12/08/2016</u>	
DOCUMENT TITLE: SOUTH FLC TOTS - EVENT AGREEMENT	RIDA EXOTIC CAR TOY RALLY, LLC TO BENEFIT TOYS FOR	
COMM. MTG. DATE: <u>12/6/2016</u>	CAM #: <u>16-1416</u> ITEM #: <u>CM-2</u> CAM attached: ⊠YES ⊡NO	
Routing Origin: CAO Router Nam	ne/Ext: <u>A. Sperling/5001</u> Action Summary attached: XYES NO	
CIP FUNDED: 🗌 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.	
Is attached Granicus document Fina	ents to be signed/routed? I YES NO # of originals attached: <u>1</u> al? YES NO Approved as to Form: YES NO	
<u></u>	rney's Name Initiàls s: <u>/</u> Routed to: Gina Ri/CMO/X5013 Date: <u>12/19/16</u>	
3) City Manager's Office: CMO LC Assigned to: L. FELDMAN		
APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN		
PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM (Initial/Date) DENDING APPROVAL (See comments below) Comments/Questions:		
Forward originals to 🔲 Mayor	Dee Date: Date:	
4) City Clerk's Office: Retains <u>1</u> or Rec/5348 Return one fully executed original to	iginal and forwards <u>2</u> copies to: Carolyn Bean/Parks and CCO ⊠YES □NO	
Onininal Davida farma (a. A. (- P	

Original Route form to Astrid Sperling

Rev. 5/6/16

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

SOUTH FLORIDA EXOTIC CAR TOY RALLY, LLC, a Florida limited liability company, whose principal place of business is 3350 N.E. 12 Avenue, #23881, Fort Lauderdale, Florida 33307, 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 <u>December 6, 2016</u>, 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 "SOUTH FLORIDA EXOTIC CAR "TOY RALLY" TO BENEFIT TOYS FOR TOTS" (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 and Site Map (if applicable), which is attached hereto and made a part hereof.

3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) The Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the event application and determine necessary parking requirements.
- (5) 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. This shall be evidenced by a permit by the appropriate entity.
- (6) 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.
- (7) 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.
- (8) 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.

- Unless the Applicant meets the requirements for exception found in (9) 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.
- (10) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (11) 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.

4. Outdoor Event Site.

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The City does not warranty that the event site will be available during the approval event period. Further, no such warranty is granted as to the suitability of the event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager.

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

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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.

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 (14) of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

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

The City of Fort Lauderdale City Manager and his designee, the Director of the City of Fort Lauderdale Parks and Recreation Department (referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission, suspend, modify or terminate the event or any portion upon his written determination or in the event any of the elements of the agreement are violated.

8. Compliance with laws.

(1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.

- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

9. 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 \$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.
- (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 \$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.

10. 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.

11. Venue.

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

12. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), 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.

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

CITY OF FORT LAUDERDALE, ATTEST: a Florida municipal corporation. LEE R. FELDMAN, City Manager JEFFREY A. MODARE City Clerk Approved as to form: ERTINO Ø seistant City Attorney

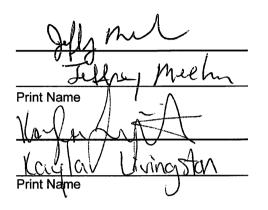




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APPLICANT/SPONSOR

WITNESSES:



SOUTH FLORIDA EXOTIC CAR TOY RALLY, LLC, a Florida limited liability company. By______As MGA.

FRED BURTON AS MGR.

[Print Name] as Managing Member

STATE OF FLORIDA: COUNTY OF BROWARD:

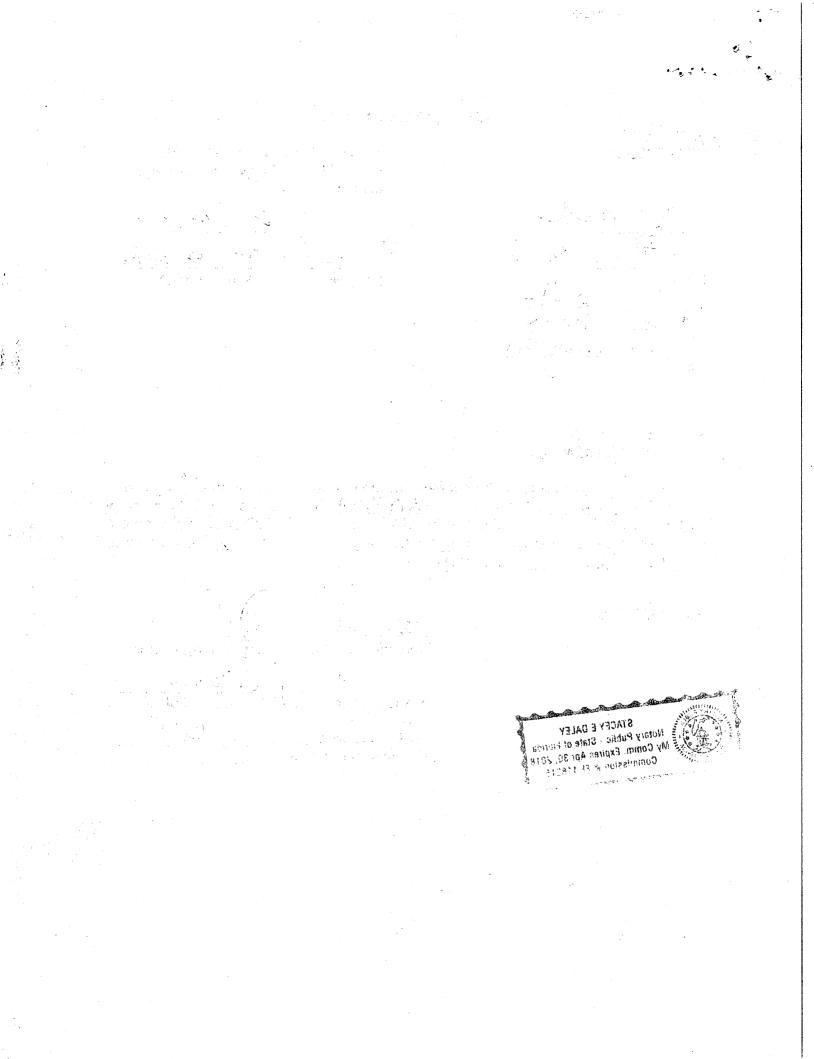
(NOTARY SEAL)

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

Meis I

Name of Notary Typed, Printed or Stamped





SCHEDULE ONE

1	Name of Applicant:	South Florida Exotic Car Toy Rally, LLC
2	Name of Outdoor Event:	South Florida Exotic Car "Toy Rally" to Benefit Toys for Tots
3	Date of Setup:	Saturday, December 10, 2016
4	Time of Setup:	11:00am
5	Date of Event:	Saturday, December 10, 2016
6	Time of Event:	11:00am- 12:00pm
7	Date of Breakdown:	Saturday, December 10, 2016
8	Time of Breakdown:	12:00pm
9	Event Location:	Commercial Blvd & N. Federal Hwy north to 5750 N. Federal Hwy
10	Road Closings:	Yes-Commercial Blvd & N. Federal Hwy north to 5750 N. Federal Hwy
11	Alcohol:	Νο
12	Special Permission:	Amplified Music/ Extended Road Closure- No

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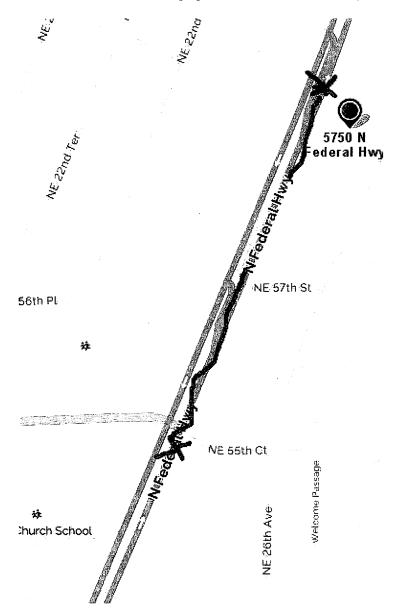
The South Florida Exotic Car 'Toy Rally', to benefit Toys for Tots

Saturday, December 10, 2016

Time: Approximately 30-45 minutes 11:15am* – 11:45am* (Approximate times)

Location: Northbound lanes of N. Federal Highway South of 5750 N. Federal Highway (Ferrari of Ft. Lauderdale) to approximately 55th Court, and North of Commercial Blvd

Law enforcement: BSO Ops plan and escort, assisted by Ft. Lauderdale PD



		3:62	•••
	CITY OF FORT LAUDER SPECIAL EVENT APPLIC		
CONTRACTOR EMOLINO	PPLICATION. SITE PLAN and SITE PLAN lavs before your planned event. Events		npany application ys prior to event
After you submit the applica	ation with your fee you will be contacted to	\$2	s prior to event
 Special permi Other Charge Security requir 	ion requested with City ordinances ts required ss for City Services	\$4 Less than 30 d Denied unless	00.00 ays prior to event approved by City or designee
PART I: EVENT REQUES			
Event Name South	Floride Exotic Car "Toy	RALLY -, 7	o Benefit to
Drive Cars	ivities, Vendors, Entertainment, etc.)		
	avaerdale in Route		
	avardale in Route		
<u>Ft. U</u>	avardale in Route	END (Approx)	Attendance
Ft. (J Location 5750 / Date and Time DATE SETUP:	aværdale in Route N <u>Fæderal Hwy</u> DAY BEGIN (Åpprær)	END(Approx) AM/PM	
Ft. (J Location 5750 / Date and Time DATE SETUP:	avaerdale in Route N Federal Hwy DAY BEGIN (Approx) 	11.45 MPM	Attendance
Ft. L Location 5750 / Date and Time DATE SETUP: EVENT DAY 1: 12/10/10	avaerdale in Route N Federal Hwy DAY BEGIN (Approx) 	11.45 Дорм ам/рм	
Ft. L Location 5750 Date and time DAte SETUP:	avaerdale in Route N Federal Hwy DAY BEGIN (Approx) 	<u>11:Ч5</u> ам/рм ам/рм	
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Pala of registration: 12	13/02 state registered in: FC	- Federal ID 11: 1/14-
Email Address:	@ Toykally, com	Fax: NA
hya Autharizing Officials	and the second se	
		- Phone: 954-444-3.7.74
		Phene:
ivent Coordinatal Name	Fred Buiton	Will you be on-sille?
exect destroyed as the control of the first sector as the first sector.		Cell:
		Fox:
Additional Contact Nam	BUSMC-S.SGTElli	S Will you be on-site? Stas
111a:	Phone:	Cell:
E-mail address:		Fax:
Event Production Compa	ny (if other than applicant):	14-
Address:	City	, Stale, Zlp:
Genlaci Name:		9;
Phone: (day)	(night)	Cell
-mail address:	name and the second	fax:
PART III: EVENT INFO	RMATION	
Services Division using the	Intained through the City's Departm Building Permit Form - Apply and po Building Services Division (954) 828-5	ent of Sustainable Development Building ay for the permits at least 30 days Helare the 191 with any questions.
Arimission	Yes YNO II	yes, hew much? \$
Neghal Far Sale I yes, how will the bever	Yes XNO A	icohol For Free Il Iruck, har lender, heer (Uh, e)c.)
Provide State of Florido old	ohol licenses and \$500,000 of Liquor Liab	illiy insurance 30 days before event.
Ampement Rices I yes, name and contact	Yes X_No	a di kajing na di kana sa sa
Mhai iype of rides are yo Florida Aureau of Fair Rides Nibections and final approv	u planning? , Ran Jacabs (850) 921-1530 must be car ral of all vendors and rides prior to use.	nacted 30 days before the event to schulling
	Yes XNo	
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PART V: 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 furnish 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 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.

I understand 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.

event coordinators signature

/////6 date

PART VI: SUBMISSION

Email application and plans 60 days before your planned event to: specialevents@fortlauderdale.gov

Include theses plans with application for:

- J. 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.

<u>Mail</u> application fee (payable to **City of Fort Lauderdale**) to: Jeff Meehan, Special Events Coordinator 1350 W. Broward Boulevard Fort Lauderdale, FL 33312

Questions ? (954) 828-6075

rev 10/20/15

applicant initia

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CAM 16-1416 Exhibit 2 Page 5 of 5

FLORIDA DEPARTM DIVISION OF CORP	ENT OF STATE	Sumbiz	
Detail by Entity	Name		
Florida Limited Liability Co	ompany		
SOUTH FLORIDA EXOTI	C CAR TOY RALLY, L	LC	
Filing Information			
Document Number	L07000123990		
FEI/EIN Number	N/A		
Date Filed Effective Date	12/13/2007 12/12/2007		
State	FL		
Status	ACTIVE		
Principal Address			
3350 N.E. 12 AVE. # 23881 FT. LAUDERDALE, FL 33	307		
Mailing Address			
PO BOX 23881 FT. LAUDERDALE, FL 33	307		
Changed: 02/08/2010			
Registered Agent Name &	Address		
BURTON, FREDERICK 2535 Royal Palm Way WESTON, FL 33327			
Address Changed: 04/18/2	2016		
Authorized Person(s) Detail			
Name & Address			
Title MGR			
BURTON, FREDERICK PO BOX 23881 FT. LAUDERDALE, FL 33	307		

Title MGR

FDB ENTERPRISES, LLC

3350 N.E. 12 AVE. # 23881 FT. LAUDERDALE, FL 33307

Annual Reports

Report Year	Filed Date
2014	02/04/2014
2015	03/07/2015
2016	04/18/2016

Document Images

04/18/2016 ANNUAL REPORT	View image in PDF format
03/07/2015 ANNUAL REPORT	View image in PDF format
02/04/2014 ANNUAL REPORT	View image in PDF format
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