



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1C

Today's Date: 11/6/2024

DOCUMENT TITLE: Outdoor Event Agreement with Requests for Music Exemption with Performing Arts Center Authority d/b/a Broward Center for the Performing Arts for the International Superyacht Society Awards Gala - (Commission District 2)

COMM. MTG. DATE: 09/17/2024 **CAM #:** 24-0855 **ITEM #:** CM-5 **CAM attached:** ☒ YES ☐ NO

Routing Origin: CAO **Router Name/Ext:** M.Celetti/5001 **Action Summary attached:** ☒ YES ☐ 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.

1) Dept: PARKS Router Name/Ext: B. HENRY/4349 # of originals routed: 1 Date to CAO: 11/5/2024

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 11/06/24 Patricia SaintVil-Joseph
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber C./CMO Date: 11/07/24

4) City Manager's Office: CMO LOG #: NOV 21 Document received from: 11/8/24

Assigned to: SUSAN GRANT ☒ LAURA REECE ☐
CHRIS COOPER ☐ BEN ROGERS ☐

LAURA REECE as CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE

☐ N/A FOR S. GRANT TO SIGN

PER AACM: C. Cooper _____ (Initial/Date)
B. Rogers _____ (Initial/Date)

L. Reece _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 11/8/2024

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 1 originals to: B. HENRY/PARKS/Ext. 4349

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to M.Celetti/CAO

Rev. 6/6/2024

CONSENT AGENDA**Approval of the Consent Agenda****Approve the Consent Agenda**

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CONSENT MOTION

PSJ CM-2 24-0845 Motion Approving an Outdoor Event Agreement and Related Road Closures with Museum of Discovery and Science, Inc. for the MODS' 28th Annual Wine, Spirits and Culinary Celebration - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

PSJ CM-3 24-0854 Motion Approving an Outdoor Event Agreement and Related Road Closures with Wildside Foundation, Inc. for The 10th Annual Fort Lauderdale Jingle Bell Jog - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

PSJ CM-4 24-0848 Motion Approving an Outdoor Event Agreement with Requests for Music Exemption and Related Road Closures with Downtown Himmarshee Village Association, Inc. for Halloween on Second Street - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

PSJ CM-5 24-0855 Motion Approving an Outdoor Event Agreement with Requests for Music Exemption with Performing Arts Center Authority d/b/a Broward Center for the Performing Arts for the International Superyacht Society Awards Gala - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-0855

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: September 17, 2024

TITLE: Motion Approving an Outdoor Event Agreement with Requests for Music
Exemption with Performing Arts Center Authority d/b/a Broward Center for
the Performing Arts for the International Superyacht Society Awards Gala
- **(Commission District 2)**

Recommendation

Staff recommends the City Commission approve an event agreement with requests for music exemption with Performing Arts Center Authority d/b/a Broward Center for the Performing Arts, in substantially the form attached, and authorize execution of the agreement by the City Manager.

Background

On August 1, 2024, Performing Arts Center Authority d/b/a Broward Center for the Performing Arts submitted an outdoor event application for the International Superyacht Society Awards Gala. The event is scheduled to take place on Wednesday, October 30, 2024 which is less than the 90-day application deadline, therefore the outdoor event application fee is \$1,000. The event impacts are scheduled for Wednesday, October 30, 2024 through Thursday, October 31, 2024 which includes the setup period, event period, and breakdown period.

The event organizers attended the August 21, 2024 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 the operational logistics, cross departmental coordination, and event organizer requirements.

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

Amplified Music:

Wednesday, October 30, 2024 (9:30pm – Midnight).

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.

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 agreements is contingent upon the City Attorney's Office reviewing 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 2024 operating budget in the accounts listed below.

<i>Funds available as of August 26, 2024</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT / ACTIVITY NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-6025-574- 347-200-PKR029	Community Events	Charges for Service/ Nonsponsor Charges – Spec Event Fees	\$90,000	\$28,450	\$1,000
TOTAL AMOUNT ►					\$1,000

Strategic Connections

This is a 2024 Commission Priority, advancing Public Places initiative.

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 – International Superyacht Society Awards Gala Event Agreement

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

Department Director: Carl Williams, Parks and Recreation

**CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

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

and

PERFORMING ARTS CENTER AUTHORITY d/b/a BROWARD CENTER FOR THE PERFORMING ARTS, an independent special district organized under the laws of the State of Florida, with its principal address located at 201 SW 5th Avenue, Fort Lauderdale, Florida 33312 (hereinafter referred to as "Applicant" or "Sponsor").

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted a Special Event Application, which is incorporated into this Agreement and identified as "Exhibit A" in compliance with 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 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 September 17, 2024, 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:

1. Recitals and Effective Date.

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference. 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 outdoor event titled, **"INTERNATIONAL SUPERYACHT SOCIETY AWARDS GALA"** (hereinafter referred to as the "Event"), only on 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. 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 and local 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 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.
- (4) Prior to the Event, 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, 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.
- (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) 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 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.
- (9) In advance of the Event, the Applicant shall submit a written plan to the City Manager's Office 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's Office has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (10) 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.

4. Outdoor Event Site.

The City does not warrant that the Event site will be available during the approved 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 or his/her designee.

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.

Liquor Liability

Contractor shall provide evidence of coverage for liquor liability in an amount not less than \$500,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage already applies to this Agreement.

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.

Insurance Certificate Requirements

- 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, co-insurance 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 independent Applicants and sub-contractors comply with these insurance requirements. All coverages for independent Applicants and sub-contractors 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 City Manager or his/her designee. 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.

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 City Manager or his/her designee. Resolution of any such challenge shall be made by the City Manager and 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 Ave, Suite 2100
Fort Lauderdale, FL 33301

With a copy to: Thomas J. Ansbro
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

AS TO APPLICANT: Performing Arts Center Authority
d/b/a Broward Center for the Performing Arts
ATTN: Shelly Bradshaw
201 SW 5th Avenue
Fort Lauderdale, FL 33312

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 thereof upon his/her written determination or to the extent any term or condition of this Agreement is violated.

11. 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.

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.

- (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 Section 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 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.

ATTEST:

CITY OF FORT LAUDERDALE,
a Florida municipal corporation.



DAVID R. SOLOMAN
City Clerk





SUSAN GRANT
Acting City Manager

Approved as to form and correctness:
THOMAS J. ANSBRO, City Attorney



PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

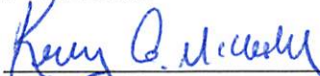
PERFORMING ARTS CENTER
AUTHORITY d/b/a BROWARD
CENTER FOR THE PERFORMING
ARTS, an independent special district
organized under the laws of the State of
Florida.



Witness Signature

Matthew McNeil

Print Name



Witness Signature

KERRY G. MCCOSKEY

Print Name

By:



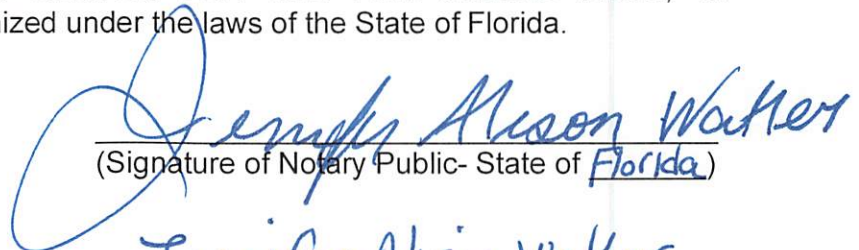
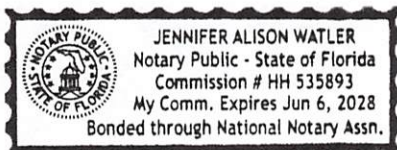
SHELLY BRADSHAW

Vice President of Operations

[CORPORATE SEAL]

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 29 day of October, 2024, by SHELLY
BRADSHAW, as Vice President of Operations of **PERFORMING ARTS CENTER
AUTHORITY d/b/a BROWARD CENTER FOR THE PERFORMING ARTS**, an
independent special district organized under the laws of the State of Florida.



(Signature of Notary Public- State of Florida)

[NOTARY SEAL]

Jennifer Alison Watler
(Print, Type, or Stamp Commissioned Name of
Notary Public)

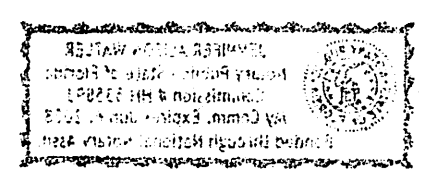
Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____

Paul

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Handwritten text in the middle right section, possibly a date or reference number.

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EXHIBIT A

CITY OF FORT LAUDERDALE
SPECIAL EVENT APPLICATION

Date Application Received

8/1/24

Staff Initials PBH

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:

1. Facility/Location requested
2. Compliance with City ordinances
3. Special permits required
4. Other Charges for City Services
5. Security requirements
6. Environmental issues/effects on surrounding areas
7. Maintenance of Traffic Plan

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 I: EVENT REQUEST**Event Name** International Superyacht Society Awards GalaPurpose of event (check one) ☐ Fundraiser ☐ Awareness ☒ Recreation ☐ Other**Type of 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 standingExpected maximum attendance 350 Expected sustained attendance 275Has this event been held before? ☐ No ☒ Yes **List past dates, locations and attendance:**Oct. 30, 2019 (350 attendance) Oct. 31, 2018 (450 attendance) Nov. 1, 2017 (430 attendance)Nov 2, 2016 (375 attendance) Nov. 4, 2015 (323 attendance) Oct. 29, 2014 (350 attendance)**Detailed Description** (Activities, Vendors, Entertainment, etc.)

Reception activities in the exterior area in front of the Broward Center with Music until 12AM

Location Wendt Terraces, Broward Center for the Performing ArtsIs event located directly on the beach? ☒ No ☐ 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	10/30/2024	10/30/2024	10:00	<input checked="" type="checkbox"/> <input type="checkbox"/>	6:00	<input type="checkbox"/> <input checked="" type="checkbox"/>	20
EVENT DAY(S)*	10/30/2024	10/30/2024	9:30	<input type="checkbox"/> <input checked="" type="checkbox"/>	11:59	<input type="checkbox"/> <input checked="" type="checkbox"/>	375
BREAKDOWN	10/31/2024	10/31/2024	12:00	<input checked="" type="checkbox"/> <input type="checkbox"/>	1:00	<input checked="" type="checkbox"/> <input type="checkbox"/>	20

*Supply additional information if event times vary or events are on non-contiguous days:

PART II: APPLICANT**Organization Name** Performing Arts Center Authority D/B/A The Broward Center for the Performing ArtsFor-Profit ☐ Non-profit ☐ Private ☐ (as registered in Sunbiz) *Submit your Sunbiz registration.Name of Authorized Signatory Shelly Bradshaw Phone 954-468-2696

Federal ID # _____ Date registered _____ State registered in _____

Address 201 SW 5th Ave. City, State, Zip Fort Lauderdale, FL 33312Email SBradshaw@browardcenter.org**Two Authorizing Officials for the Organization**Name Ty Sutton Title CEO Phone 954-468-3339Name Jennifer Watler Title Assistant Phone 954-468-3339**Event Coordinator** Name Justin Grover Will you be on-site? ☒ Yes ☐ NoTitle Catering & Events Manager Phone 954-765-5806 Cell _____E-mail address JGrover@browardcenter.org**Additional Contact** Name Kerry McCloskey Will you be on-site? ☒ Yes ☐ NoTitle Director of Operations Phone 954-414-6905 Cell 954-275-6050E-mail address KMcCloskey@browardcenter.org**Event Production Company** *If other than applicant _____

Contact Name _____ Phone _____ Cell _____

E-mail address _____

PART III: EVENT INFORMATION**Admission/Registration** ☒ No ☐ Yes How Much? _____**Advertising/Promotion** ☒ No ☐ Yes How? _____**Alcohol for Sale** ☒ No ☐ Yes **Alcohol for Free** ☐ No ☒ YesHow will the beverages be controlled & served? (Draft truck, bar tender, beer tub, etc.)
bar tender

*Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability Insurance 30 days before event.

Amusement Rides ☒ No ☐ Yes **Bounce Houses** ☒ No ☐ Yes What type of rides are you planning?

Name and contact of company _____

*Florida Bureau of Fair Rides (850) 921-1530 must be contacted 30 days before the event to schedule inspections and final approval of all vendors and rides prior to use.

Electricity ☒ No ☐ Yes **Generators** ☒ No ☐ Yes **What size?** _____

*Generators above a certain size must be permitted.

Company: Supplied by onsite power at Broward Center License #: _____

Name of electrician: _____ Phone: _____

Entertainment ☐ No ☒ Yes **What type of entertainment will be there? Any notable performers?**

Multi Piece Band & DJ

Fencing & Barricades ☐ No ☒ Yes **Name & contact of company:**

*Include proposed fences in your Site Plan & Narrative along with egress and ingress points. An architectural design may be required for maximum occupancy.

Fireworks & Flame Effects ☒ No ☐ Yes **Name & contact of company:**

*A permit and Fire Watch is required for all pyrotechnics displays. Contact firemarshal@fortlauderdale.gov or FireSpecialEvents@fortlauderdale.gov

Food Vendors ☒ No ☐ Yes **Food Trucks** ☒ No ☐ Yes **Cooking On Site** ☒ No ☐ Yes

*State Health Department at (954) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by the Fire Rescue Department at (954) 828-5080 to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. Inspections during non-working hours cost will cost \$75 per hour.

Music ☐ No ☒ Yes **Soundproofing equipment?** ☒ No ☐ Yes

What music format(s) will be used? (amplified, acoustic, recorded, live, MC, DJ, etc.)

Amplified Live Music

*Amplified music is required to end by 9:00pm (Sunday - Thursday) and 10:00pm on Friday and Saturday

List the type of equipment you will use: (speakers, amplifier, drums, etc)

Instrumentation (Guitar/Keyboard), Amps and speakers

Days & times music will be played: Wednesday, October 30th, 2024, 9:30pm-11:59pm

How close is the event to the nearest residence? 300 feet

*It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact ☒ No ☐ Yes **List parking lots/spaces impacted with dates & times:**

*Snyder Park Fees Parking spaces at Snyder Park will be billed at \$30.00/day per space equaling \$14,100.00 per day.

*All Parking Spaces that are impacted by an event will be billed to the event organizer through the Transportation & Mobility Dept. and must be paid in full before the event. If you have any parking questions 954-828-3763.

Road Closings ☒ No ☐ Yes **List roads to be closed with dates & times of closures:** *Road Closures require a Maintenance of Traffic (MOT) Plan through Transportation & Mobility Dept. Contact 954-828-4997 or MOT@fortlauderdale.gov.

Company Name _____ Contact _____ Phone _____

Bridge Closings

No



Yes

Bridge location(s)? _____

Date(s) of Closure? _____ Time(s) of Closure? _____

*Events that impact Andrews Avenue and 3rd Avenue must be approved by Broward County Highway Construction and Engineering Division. For more information call 954-577-4571. Closing a bridge requires submitting the United States Coast Guard issued Bridge Closure Approval Letter with the application for each bridge affected.

Sanitation & Waste

*Recycling must be provided at all City events, facilities & parks. All dumpsters must be removed at the end of the event.

Company Name BCPA Staff will handle Contact _____ Phone _____

*All grounds must be cleaned up immediately after completion of event or you will be subject to fees. This includes emptying and re-lining all garbage receptacles. All garbage must be removed from the event site completely. You are responsible for securing recycling services.

Security/Police

No



Yes

Who is your Police contact for officers & security planning?

Name Jeff Beauregard Phone 954-605-0693

*Security companies and their plans must be approved and you may still be required to hire City Police. See Part IV below.

Security Company C.S.C Contact Joe Papa Phone 954-444-8870**Tents or Canopies**

No



Yes

Quantity & size of each?

*The Site Plan must show the locations and sizes of each canopy or tent. No penetration of ground spike is allowed. All structures must be water-weighted.

Tents larger than 10 x 10 require a permit. Tent permits are obtained through the Development Services Department (DSD) Building Services Division. Contact (954) 828-6520 with any questions. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are Tents with walls.

Company Name _____ Contact _____ Phone _____

Toilets

No



Yes

*All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Contact the Broward County Environmental Manager at 954-412-7334.

Transportation Plan

No



Yes

*Events larger than 5,000 people must have an approved Transportation Plan. If you have any questions contact 954-828-3763.

PART IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative, MOT, transportation plan and any additional information requested during your Special Events meeting.

If Fire Rescue or Police staff are scheduled for the event then a minimum of four (4) hours for each Fire Rescue staff and a minimum of three (3) hours for each Police staff will be charged. Fire Rescue also charges 45 minutes to set up and 45 minutes to break down for each event. If the event is canceled then an event representative must call each department at least 24 hours before the event is expected to begin or the organization will be charged.

The hourly rate and costs for services are invoiced to the Event Coordinator by individual departments (must be paid within 30 days) except for major events where the City will require an escrow. The cost may change after the meeting.

On-site Contact Name Shelly Bradshaw Phone 954-560-1062**Fire Prevention and Emergency Medical Services**

Fire Rescue may need to inspect your event or provide services based on your Building Permit, expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. When you complete your Building Permit Form with Development Services Department (DSD) indicate all the permits and inspections you need and immediately pay DSD directly. For questions call the Fire Marshal at (954) 828-6370.

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.

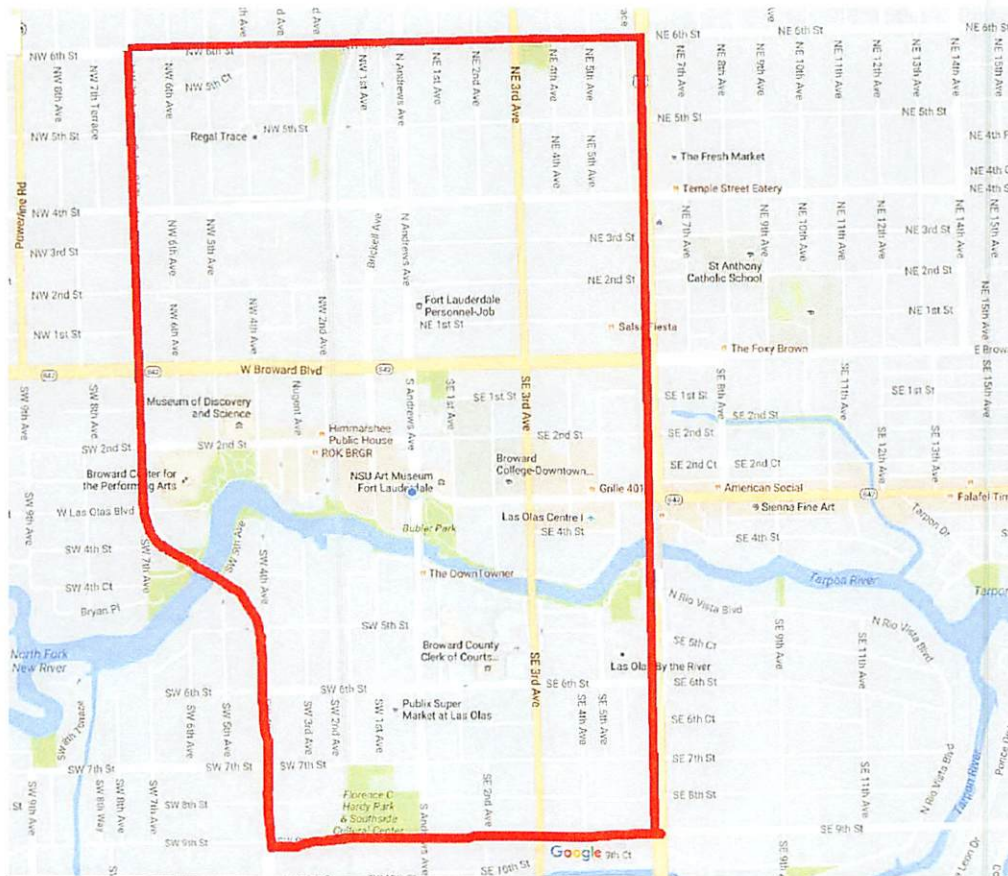
PART V: RIVERWALK DISTRICT OUTDOOR EVENTS

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:

1. 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 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 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.

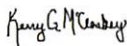
I understand that City of Fort Lauderdale Parks and Recreation sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

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.

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.



DC=co, DC=bcpa, OU=PACA Users, OU=BCPA, OU=Event
Services, CN=Kerry McCloskey, E=kmcloskey@
browardcenter.org
2024.08.01 21:18:33-04'00'

08/01/24

Event Applicants signature

Date

PART VII: SUBMISSION

Email application and plans to: bhenry@fortlauderdale.gov

Include these 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.
5. 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.

Exhibit B - Schedule 1

Applicant:	Performing Arts Center Authority d/b/a Broward Center for the Performing Arts
Event Name:	International Superyacht Society Awards Gala
Date/Time:	Wednesday, October 30, 2024 (9:30pm – 11:59pm)
Location:	Wendt Terraces – Broward Center for the Performing Arts
Set Up Date/Time:	Wednesday, October 30, 2024 (10:00am – 6:00pm)
Breakdown Date/Time:	Thursday, October 31, 2024 (12:00am – 1:00am)
Road Closing:	No
Alcohol:	Yes
Amplified Music:	Wednesday, October 30, 2024 (9:30p – 11:59pm)
Special Permission:	Yes, Amplified Music to be played Wednesday, October 30, 2024, until 11:59pm.
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$1,000
Beach Fee:	\$0

EXHIBIT C - Event Location Map

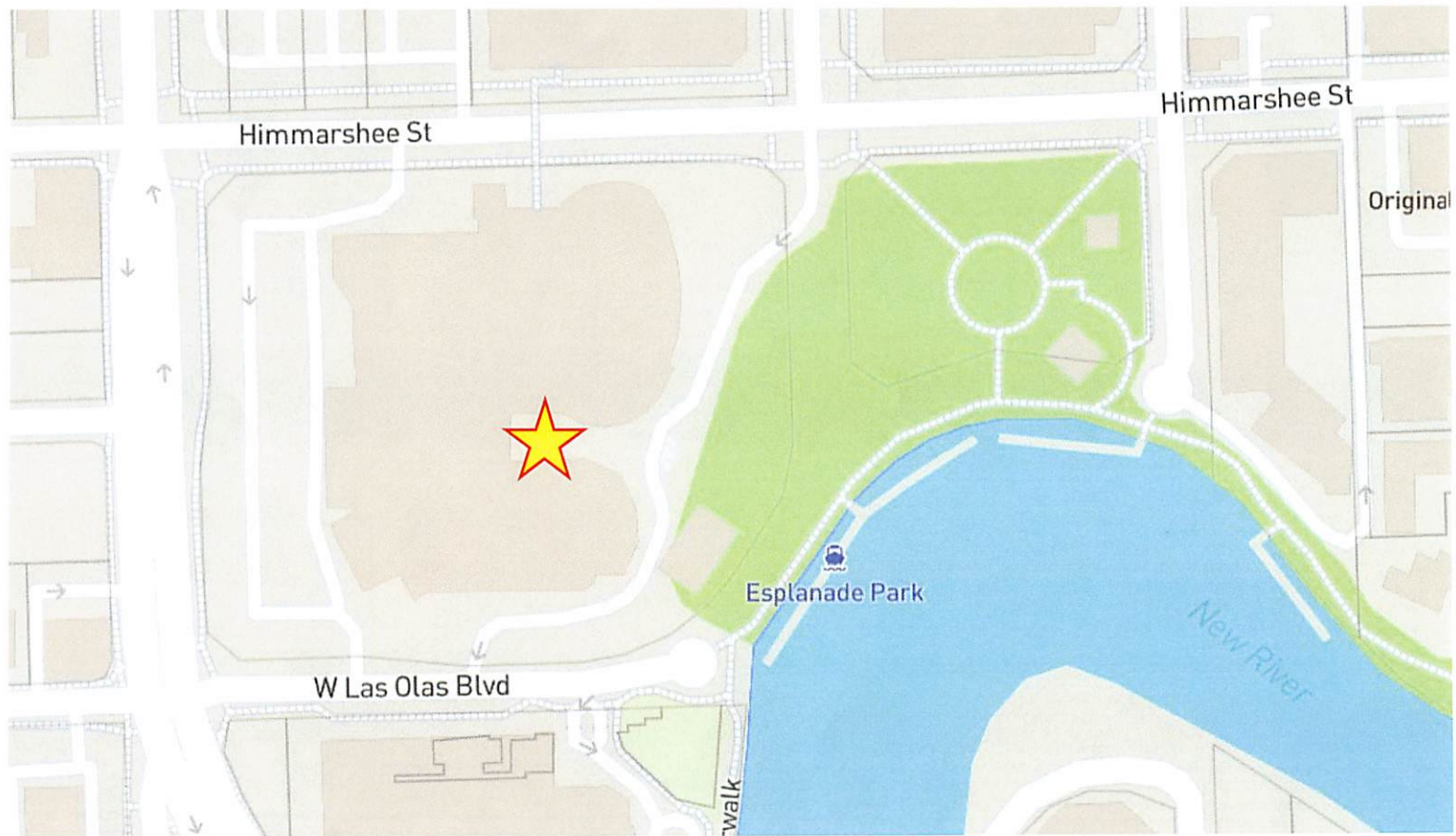


EXHIBIT D - Event Site Plan

