



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

(14)

2/1/19

Today's Date: 1/25/18

DOCUMENT TITLE: Outdoor Event Agreement – The Multiple Myeloma Research Foundation, Inc. – MMRF Team for Cures 5K

COMM. MTG. DATE: 1/22/19 CAM #: 19-0061 ITEM #: CM-2 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

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.

2) City Attorney's Office # of originals attached: 1 Approved as to Form:  YES  NO

Date to CCO: 1/29/19

[Signature]  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Kerry Arthur/CMO/X5013 Date: 1/30/19

4) City Manager's Office: CMO LOG #: Jan-98 Date received from CCO: 1/30/19

Assigned to: CHRIS LAGERBLOOM  LINDA LOGAN-SHORT  RHODA MAE KERR   
CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE  N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: L.L-SHORT \_\_\_\_\_ (Initial/Date) R. KERR \_\_\_\_\_ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_ originals to  Mayor  CCO Date: \_\_\_\_\_

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

**INSTRUCTIONS TO CLERK'S OFFICE**

City Clerk: Retains 0 original and forwards 1 original(s) to: Barbara Smith / CMO / Ext. 6075 (Name/Dept/Ext)

Attach \_\_\_ certified Reso # \_\_\_\_\_  YES  NO Original Route form to CAO



VENDOR ACTION REQUEST FORM

Document Description

Vendor:  Site (Permit/Application):  Jurisdiction (Permit/Application):

Company Name: City of Fort Lauderdale Contact Person: Barbara Smith

Phone: Email:

Street Address: 100 North Andrews Avenue Floor/Suite:

City: Fort Lauderdale State: FL Zip: 33301

Financial Detail

Deadline for Approval Process: 1/17/2019

Description of Services: Event Agreement

Expense Code: 5250 Route Sites & Permit Fees Other:

Amount: Total Budget for this Service:

Electronic Signature Accepted:

Wet Signature Needed:

If so, send copy to: Contact and address listed above

Notes: See specific notes in email. Agreement must be filled out exactly as stated. Hard/original copy must be sent to Barbara Smith for delivery no later than Monday, January 21, 2019. Please email Kari a scanned copy of the signed agreement.

Approval Process

- 1. Requestor Approval: *[Signature]* Date: 1/16/2019
- 2. Supervisor Approval: *[Signature]* Date: 1/18/19
- 3. Legal Approval: *[Signature]* Date:
- 4. Finance Approval: Date:
- 5. CEO Approval: Date:

**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

**THE MULTIPLE MYELOMA RESEARCH FOUNDATION, INC.**, a Connecticut not for profit corporation authorized to transact business in Florida, whose principal place of business is 383 Main Avenue, 5<sup>th</sup> Floor, Norwalk, Connecticut 06851, 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 January 22, 2019, 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 "MMRF TEAM FOR CURES 5K" (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) 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) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.
- (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 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's 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.

#### **4. Outdoor Event Site.**

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 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 designee. 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 City Manager or his 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. Authority of the City of Fort Lauderdale City Manager.**

The City of Fort Lauderdale City Manager or his designee, shall have the authority to suspend all or any part of the Event when the City Manager or his 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 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

**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.

ATTEST:



\_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

CITY OF FORT LAUDERDALE,  
a Florida municipal corporation.



\_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM  
ICMA-CM, City Manager

Approved as to form:  
ALAIN E. BOILEAU, City Attorney



\_\_\_\_\_  
TANIA MARIE AMAR  
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

THE MULTIPLE MYELOMA RESEARCH FOUNDATION, INC., a Connecticut not for profit corporation authorized to transact business in Florida.

Jane Hoffmann  
[Witness print/type name]

Paul Giusti  
Paul Giusti, President

Caroline Wessel  
[Witness print/type name]

ATTEST:  
Karen Dietz  
Karen Dietz, Secretary

CORPORATE SEAL

STATE OF ~~FLORIDA~~ Connecticut  
COUNTY OF ~~BROWARD~~ Fairfield

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January, 2019, by PAUL GIUSTI as PRESIDENT of THE MULTIPLE MYELOMA RESEARCH FOUNDATION, INC., a Connecticut not for profit corporation authorized to transact business in Florida, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Lula Carletha Hawley  
Notary Public, State of ~~Florida~~ Connecticut  
(Signature of Notary Taking Acknowledgment)

LULA CARLETHA HAWLEY  
Name of Notary Typed, Printed or Stamped

My Commission Expires: 4-30-22  
Commission Number: 160452

LULA CARLETHA HAWLEY  
NOTARY PUBLIC OF CONNECTICUT  
I.D. # 160452  
My Commission Expires 4/30/2022 *2018*