

CITY OF FORT LAUDERDALE

TEMPORARY BEACH LICENSE

AND

OUTDOOR EVENT AGREEMENT

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "City",

and

FLOCKFEST EVENTS INC., a Florida Not For Profit Corporation, with its principal address at 113 NE 20th Court, Wilton Manors, Florida 33305 "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event at the **Fort Lauderdale Beach Park** 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 May 16, 2023, 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.

The Applicant is permitted to operate or sponsor the “**FLOCKFEST 2023**” (referred to hereinafter as the “Event”) outdoors only at the location(s) and time(s) set forth in the attached Schedule 1 (“Exhibit 1”) and Site Plan (“Exhibit 2”), which are attached hereto and made a part hereof.

3. Temporary Beach License General Terms

- (1) 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.
- (2) Pursuant to Section 8-54, City of Fort Lauderdale Code of Ordinances, Applicant shall be permitted to sell food, non-alcoholic beverages and Event merchandise at such times and in such areas described herein.
- (3) The Applicant agrees to pay \$500.00 for each event use of the beach.

4. 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) 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.
- (5) 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.

- (6) 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.
- (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'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.
- (8) 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.
- (9) 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 as a City-approved special event.
- (10) 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;

- (11) 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 and during any renewal or extension term of this Agreement, the Contractor, 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 Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor'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 Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor 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 Contractor 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 contractors.

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 Contractor. 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 Contractor does not own vehicles, the Contractor 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. 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 Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor 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 named 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 Contractor'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
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor 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 Contractor's expense.

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

The Contractor'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, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor 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, Contractor 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 Contractor's insurance policies.

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

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

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. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Applicant and Applicant's subcontractors that are related to this Agreement. Applicant shall keep and Applicant shall cause Applicant's subcontractors to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Applicant and Applicant's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Applicant or Applicant's subcontractors, as applicable, shall make same available at no cost to the City.

Applicant and Applicant's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida all financial records, supporting documents, statistical reports, and any other documents pertinent to this Agreement for the required retention period prescribed by Florida law. **IF APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, 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: Greg Chavarria
 City Manager
 City Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

With a copy to: D'Wayne M. Spence
 Interim City Attorney
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

AS TO APPLICANT: FLOCKFEST EVENTS INC.
 ATTN: Steven B. Crawford
 PO Box 70384
 Oakland Park, FL 33307

10. 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 City Manager's Office (referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission and to suspend or terminate the event or any portion of it if any of the elements of the agreement are violated.

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.
- (4) 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 Article 768.28, Florida Statutes.

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.

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 municipal
corporation in the State of Florida

DAVID R. SOLOMAN
City Clerk

BY: _____
GREG CHAVARRIA
City Manager

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

PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

I HAVE READ AND FULLY UNDERSTAND THE ABOVE TEMPORARY BEACH
LICENSE AND OUTDOOR EVENT AGREEMENT.

APPLICANT/SPONSOR

WITNESS

FLOCKFEST EVENTS INC., a Florida
Not For Profit Corporation.

Signature

STEVEN B. CRAWFORD, President

Print Name

Signature

Print Name

CORPORATE SEAL

STATE OF FLORIDA:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this _____ day of _____, 2023, by **STEVEN
B. CRAWFORD**, as President of **FLOCKFEST EVENTS INC.**, a Florida Not For Profit
Corporation.

(Signature of Notary Public- State of Florida)

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

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

EXHIBIT 1

Schedule 1

Applicant:	FlockFest Events Inc.
Event Name:	FlockFest 2023 (District 2)
Date/Time:	Saturday, July 8, 2023 (11:00am – 4:00pm)
Location:	Fort Lauderdale Beach Park (1100 Sea Breeze Blvd)
Set Up Date/Time:	Friday, July 7, 2023 (9:00am – 7:00pm)
Breakdown Date/Time:	Saturday, July 8, 2023 (4:00pm – 8:00pm)
Road Closing:	No
Alcohol:	Yes
Amplified Music:	Saturday, July 8, 2023 (11:00am – 4:00pm)
Special Permission:	Amplified Music/Extended Road Closure – No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$200
Beach Fee:	\$1,000 (\$500 x 2 days)

EXHIBIT 2



July 7-8, 2023

Fort Lauderdale Beach, Florida

Contents:

Organization Overview	4
FlockFest supports following charities:	5
Event Date/Location	6
1. Date:	6
2. Location:	6
3. Times:	6
o Setup Time:	6
o Event Time:	6
o Breakdown Time:	6
Event aerial Site Map	6
1. Detailed Event Site Map	7
Parking	8
Transportation	8
Medical Canopy	8
Lifeguard Safety	8
Turtle Safety	8
Beach Cleaning	9
SNL Event Cleaning Company	9
Canopy Provider	9
Infinite Event Rental & Services	9
Food Truck Provider	9
Food Truck Provider Name	9
Ice Provider	9
Fort Lauderdale Ice	9
Barricade Provider	10
Infinite Event Rental & Services	10
Insurance Provider	10
We Insure	10
Food and Alcohol	10
Event Setup Plans	11
1. VIP area	11
Barricades	11
Canopies	11
VIP Reserved Canopy	11
Food /Drink Canopy	12
Entertainment Canopy (Sponsored by CAN Midland Medical)	12
Medical Canopy	12
Volunteer Canopy	12
Sponsor Canopy	12
2. "Birdcage"	13
	2

Canopy	13
Other items	13
3. Check-in Area	13
Canopies	13
Other items	13
4. Pump Station	13
Canopy	13
Other items	13
5. Parking Lot	14
Food Vendors	14
Trash Dumpster	14
Ice Trailer	14
6. Signage	14
Breakdown Plans	14
1. VIP area	14
2. Food/Drinks Canopy	14
3. DJ Canopy	14
4. Birdcage	15
5. Pump Station	15
6. Check-in Station	15
7. Parking Lot	15
8. Beach Cleaning	15
9. Final Walk-through	15
Volunteers	15
1. Setup	15
2. Event	15
3. Breakdown	15
4. Appreciation Brunch	15
Attachments	16
1. Broward County Uniform Building Permit Application	16
2. Event Insurance – We Insure	16
3. Liquor Liability Insurance	16
4. Event Sponsors	16
5. Liquor License Info	16



Organization Overview

FlockFest is a strategic non-profit fundraising foundation that partners with other non-profits for transformational change. We plan, manage, and promote non-profit events that achieve fundraising goals and promote their mission and impact on the community. FlockFest also will help other nonprofits to promote their events by "co-hosting" events with the goal to raise more money for the nonprofit.

FlockFest was founded by Steven Crawford in 2014 with just a small group of 60 people and 30 floats and the event has now grown to over 500 floats, 400 VIP's and several thousand more attendees that join us outside the event area on the beach. "I contacted a bunch of friends for a fun time at the beach, told them to bring swan floats and be prepared for a great time," said Steven.

In 2020, Ryan Young was added to the FlockFest Board as VP of Programming and Community Relations and spearheaded the addition of our flagship partnership with Bar Rita on their weekly event called, 'Pride Mondays'. Ryan added, "Shortly after, we added 'Wednesday Fla-Mingle' at Tatts and Tacos in Oakland Park. Many Flockers that live further North wanted an option that was closer to home."

FlockFest also worked on the Santa Sip and Strut event which originally started as a "bar crawl" in 2016 by Rumors bar that started at Rumors and worked its way down "The Drive". The event was later acquired by FlockFest when Rumors closed in 2018. FlockFest partners with The Pride Center to collect toys for the annual Judy Shepherd toy drive. In 2020 the Santa Sip n Strut almost didn't happen. Ryan explained "We decided to do what I called a 'shelter in place' version of the strut. Patrons could go to their favorite bar or restaurant and safely get a table after donating a toy at an outdoor location. We also had people just come by to donate toys! Jennifer McClain was kind enough to donate two and encourage her fans to come by." FlockFest helped the Judy Shepherd collect \$3,500 worth of toys and another \$500 for the Undercover Santa toy drive.

FlockFest has also participated in local Pride events with their members gathering for a balloon blow up pre-party each year that is "as much fun as Pride!" Steven added, "We've also had a signature look in several local Pride parades with 'Flockers' walking in balloon backpacks and 'FlockWear' cheering on the crowd, dancing and engaging with spectators". Ryan added, "The FlockTroop changes the color scheme each time and was so popular at Stonewall and Pride Fort Lauderdale's inaugural march in 2018 that we won awards."

As it grew each year, Steven thought this could be a great way to raise money for charitable organizations and in 2017 we started to raise money for charities. Today, that is still our main purpose and we have grown with additional events around the year. The most amazing thing about this annual sensation is that the nonprofit beach event has seen noticeable growth over the years.

We have also added smaller events leading up to the main beach party. So far they have been VIP ticket holders and sponsor appreciation events. We have had such an interest in them though that we might look at adding some that will be open to the general public with a ticket purchase that supports our FlockFest charities.

"We have had the best time at our events and the fact that we can raise money for charity while doing it is the icing on the cake!" Steven said. In 2018 and 2019 FlockFest raised \$16,000 respectively. In 2020 "we had to cancel the event, in fact it was my first vote on the Board, and it was devastating" Ryan said. He added, "but we were able to raise \$19,600 in 2020 with the restaurant parties. The generosity of Bar Rita raised \$10k and \$2k with Tatts and Tacos!" Steven went on, and with the Santa Sip-n-Strut we raised \$3.5k in toys and cash and another \$4k in giveaways, prizes, and private donations with the amazing outpouring of support from our business partners, the community, and private donors.

The informal beach event was founded with the aim to do something fun and different and now we look forward to growing FlockFest and partnering with a wide variety of charitable organizations and businesses that work to create social justice and equality for all. Our events often have no admission fee, and it is a great opportunity for the like-minded people and community members to socialize and network in an informal and family friendly environment.

FlockFest has a goal to help promote and elevate our partners and sponsors and they join us in doing the same for FlockFest. They are not shy about sharing the sentiment that "we are all stronger together, supporting each other and raising each other up" Steven said. Ryan added, "it takes communication and coordination but it's all doable. We stay organized and focus on having fun and supporting each other...and charity." Clearly, they are onto something since the group's popularity has grown in social media follows, likes and overall community support.

FlockFest supports following charities:



Event Date/Location

1. **Date:**

- July 7- 8, 2023

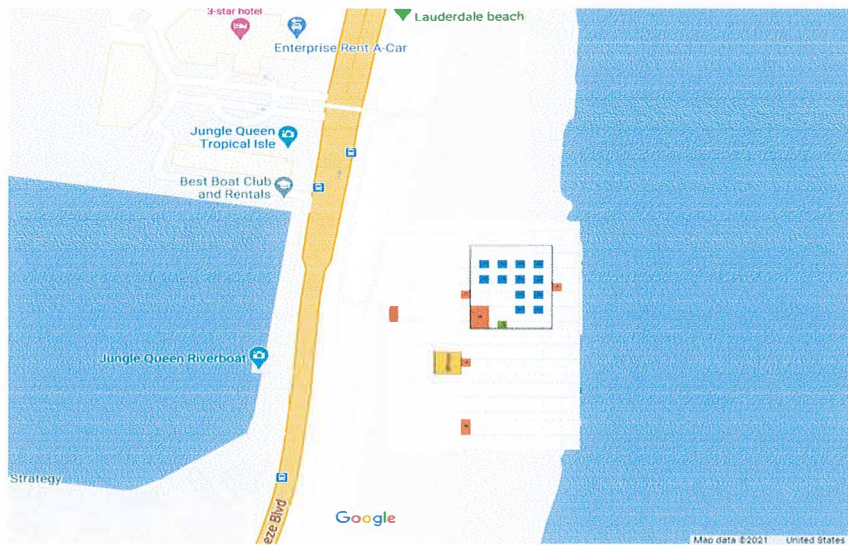
2. **Location:**

- 1100 Seabreeze Blvd, Fort Lauderdale, FL 33316 (South Fort Lauderdale Beach - Behind public restrooms)

3. **Times:**

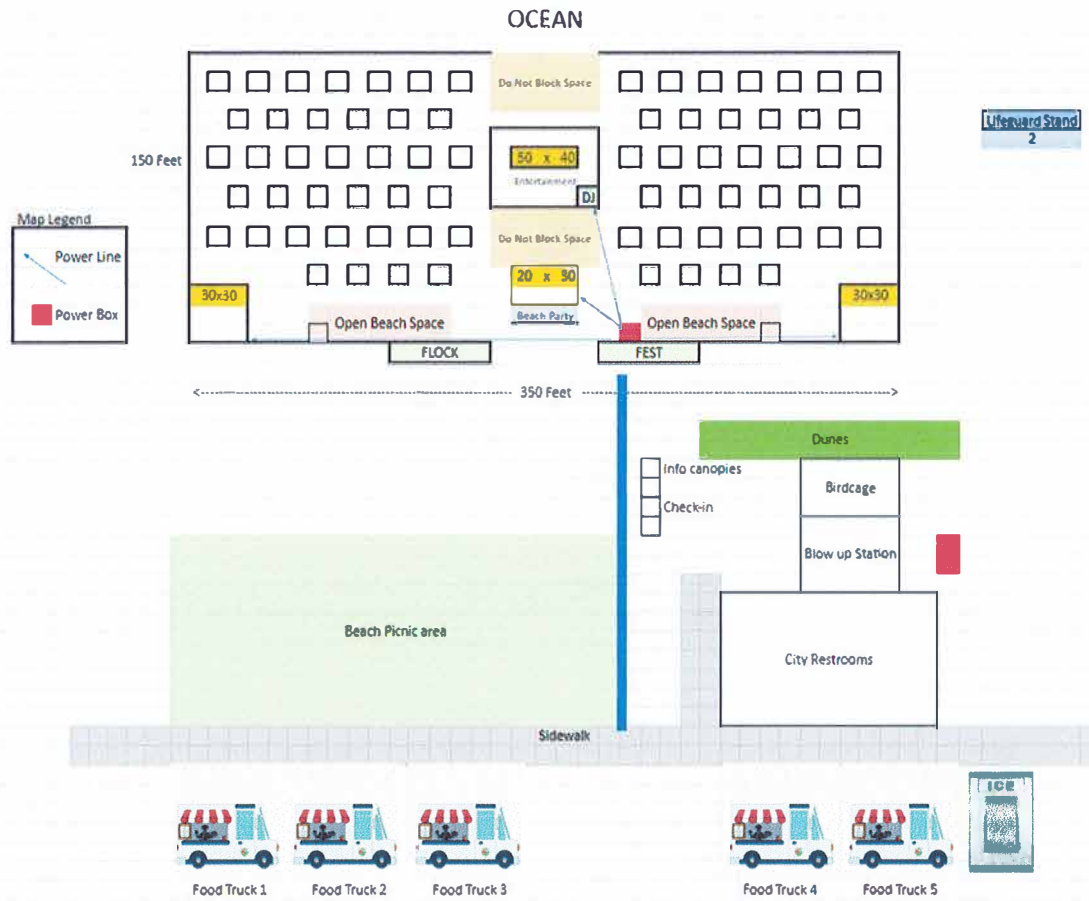
- **Setup Time:**
 - Friday, July 7, 2023 9am-7pm
- **Event Time:**
 - Saturday, July 8, 2023 11am-4pm
- **Breakdown Time:**
 - Saturday, July 8, 2023 4pm-8pm

Event aerial Site Map



1. Detailed Event Site Map

Event is located on South Beach of Fort Lauderdale – Between Lifeguard station 2 & 3 (Near the public beach bathrooms)



Parking

30 parking spaces for dumpster for event trash, Ice Truck, and 2 event truck parking and 5 food vendors.

Transportation

Encourage attendees to use ride-share such as Uber, Lyft, Sun Trolley, Water Taxi and taxi services. Beach parking and Beach garage parking will be available for those that drive.

Beach Evacuation Plan

- Onsite Event Coordinator will work with lifeguards to communicate to all Staff members
- Announcements will be addressed by DJ/Event Coordinator over the event sound system.
- E-blast message will be sent out to all event ticket holders

Medical Canopy

- Onsite medical tent during event hours open 11am-4pm.
- Medical canopy staffed by:
 - Contact info:

Lifeguard Safety

- Request to hire 2 additional lifeguards to walk the beach during the event.
- Hours 1pm-4pm

Turtle Safety

- AM Turtle sweep is around 6am. Our location is their first stop.
- Andrew Cox is a FlockFest Board Member. He previously worked for South Florida Wildlife and assisted with Past turtle beach sweeps. He will be working with NOVA and STOP (Sea Turtle Oversight Patrol) to sweep the beach prior to set-up.
- All turtle nests will be roped off for protection.
- Social media blast will be sent to all attendees prior to the event – to be aware of possible turtle nests.
- EPA Permit - Need additional information/contact info to complete.

Beach Cleaning

SNL Event Cleaning Company

Contact: Will (786) 290-5228

Description of service:

- 20 trash cans (not counting city trash cans)
- Dumpster for Event trash
 - Located in the Parking lot
- Trash/Recycle bins during event
- Stock and maintain the public restrooms on site. (per recommendation from City)
- Beach crew to walk beach and clean-up for after event

Canopy Provider

Infinite Event Rental & Services

Contact info: Vade (305) 890-8781

Description of service:

- Setup/Breakdown of rental Canopies
 - 1 20x30
 - 2 30x30
 - 1 40x50
 - 60 10x10
- Canopy Permit (Pending city Permit)

Food Truck Provider

Food Truck Provider Name

Contact info

Description of service:

Ice Provider

Fort Lauderdale Ice

Contact info: Shirley 954-587-8277

Description of service:

- Drop off Ice Cooler in reserved parking spot
- Pick-up Ice cooler at end of event after 4pm

Barricade Provider

Infinite Event Rental & Services

Contact info: Vade (305) 890-8781

Description of service:

- o Setup/Breakdown of rental barricades
- o 100 metal barricades

Insurance Provider

We Insure

Contact info: Alejandro 954-903-7519

Food and Alcohol

- Provided by local bar sponsors
 - o Liquor License (Pending City Permit)
 - o Liquor Liability Insurance (Pending City Permit)

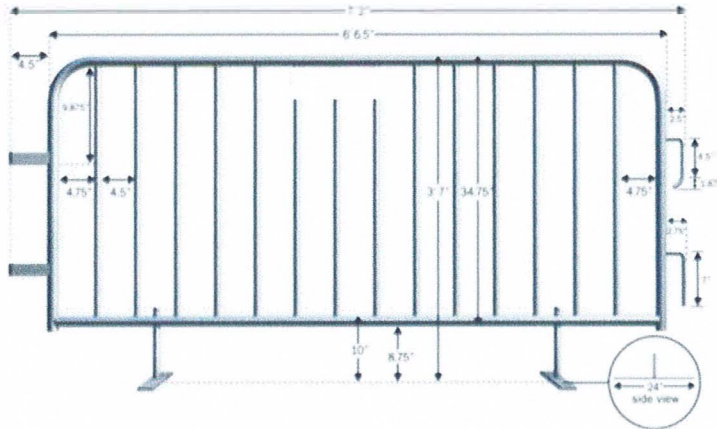
Event Setup Plans

1. VIP area

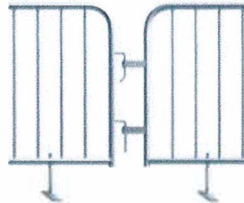
This area is reserved for VIP event attendees. This area will be barricaded and only event vip can access this area. Guest will be required to wear event bracelets to identify them as VIP guests. This area is _120_ feet x _150_ feet.

Barricades

VIP area will be secure with 490 feet of barricades



Interlocking hook & sleeve system for security and safety



Canopies

Below is the list of canopies in the VIP area. (barricaded area)

VIP Reserved Canopy

- 60 – 10x10 canopies setup close to water. 4 Rows of 8 canopies – each canopy space 10 feet apart. (Canopies provided by Infinite Rentals & Services)

Food /Drink Canopy

- 2 – 30x30 Canopy setup back of VIP area. This will be for Food/Drinks.
(Canopies provided by Infinite Rentals & Services)
- 4 – Folding Table
- 4 – FlockFest Event Tablecloth
- 2 fans (one in each canopy)

Entertainment Canopy (Sponsored by CAN Midland Medical)

- 1 – 40x50 Canopy setup middle of event area. This will be for the DJ and small stage for Swimsuit fashion show- Hosted by Andrew Christian
- 1 - small stage
- 4-5 pub tables (with tablecloths)
- DJ Table with FlockFest Tablecloth
- Sponsor banners
- 2 fans

Medical Canopy

- 1 – 10x10 Canopy setup back of event area.
- 2 – Folding Table
- 4 – FlockFest Event Tablecloth
- 1 - Cot
- 1- fan

Volunteer Canopy

- 1 – 10x10 Canopy setup back of event area.
- 2 – Folding Table
- 2 – FlockFest Event Tablecloth
- 6 - Folding chairs
- 1 - fan

Sponsor Canopy

- 1 – 20x30 setup near the entrance of the barricaded event area.
- 1 table with tablecloth
- living room style seating
- 20x30 astro turf
- 2 fans
- Sponsor banners

2. "Birdcage"

The "Birdcage" is a space where we store the VIP flamingo floats. This is constructed using PVC pipes and bird netting. Need a volunteer to hand floats to VIP guests.

Canopy

- 1 – 10x10 canopy setup to provide shade for the volunteer. This is the FlockFest Flamingo canopy

Other items

- 1 – Folding chair

3. Check-in Area

This area is where guests will check-in for event.

Canopies

- (2) 10x10 canopy will be used to provide shade for volunteers to work check-in details. These 2 canopies are owned by FlockFest. (Remember to us sand weights)

Other items

- 1 – Small pub high-top Table
- 1 – 2 folding chairs

4. Pump Station

This area is an air pump station. Guests are able to make donations to charity (not required) and use air pump to inflate their floats.

Canopy

- 10x20 canopy will be used to provide shade while guests inflate floats. (This canopy is provided by Infinite Rentals & Services)

Other items

- 1 – Small pub high-top Table
- 1 – 2 folding chairs

5. Parking Lot

This area will be used for Food vendors, Ice trailer, and event trash dumpster. 20 front parking spots will be reserved for these items (not Handicap spots) See Detailed Event Site Map for reserved spots.

Food Vendors

- Name
- Name
- Name
- Name
- Name

Trash Dumpster

- Dumpster for all event waste. This is provided/removed by Emerald Cleaning Services

Ice Trailer

- Event Ice trailer provided by vendor for all ice needs.

6. Signage

- more details soon
-

Breakdown Plans

1. VIP area

- The Canopy vendor will breakdown all the canopies starting at 4pm
- 3 FlockFest canopies need to be loaded into moving truck.
- Barricade vendor will remove all barricades from beach starting at 4pm

2. Food/Drinks Canopy

- The Canopy vendor will breakdown all the canopies starting at 4pm
- Return all unused event cups to moving truck
- All Trash to event dumpster located in parking lot

3. DJ Canopy

- 1 FlockFest canopy need to be loaded into moving truck.
- 1 Folding Table/Tablecloth
- All Sound system/cables need to be loaded into moving truck

4. Birdcage

- Deflate all floats and store for reuse
- Detach PVC pipes and zip tie together.
- Load in Moving vehicle
- Return to storage

5. Pump Station

- The Canopy vendor will breakdown all the canopies starting at 4pm
- Return folding table and chairs to moving truck

6. Check-in Station

- 2 FlockFest canopies need to loaded into moving truck.
- 4 Folding Table/Tablecloth
- All unused check-in supplies boxed up

7. Parking Lot

- Food Trucks will clean-up and leave
- Emerald Cleaning will remove trash dumpster
- Ice Vendor will remove Ice trailer

8. Beach Cleaning

- Emerald Cleaning will have a beach cleaning crew
- Any available volunteer help sweep/clean beach

9. Final Walk-through

- Emerald Cleaning owner will do a final beach sweep
- All FlockFest Board members will assist with final clean-up inspection

Volunteers

1. Setup

TBD

2. Event

TBD

3. Breakdown

TBD

4. Appreciation Brunch

- All volunteers are invited to Appreciation Lunch (location and time TBD)

Attachments

1. Broward County Uniform Building Permit Application
2. Event Insurance – We Insure
3. Liquor Liability Insurance
4. Event Sponsors
5. Liquor License Info