

① ✓ 2/29/16 ④

## DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Event Agreement: DOLPHINS CYCLING CHALLENGE, INC.,  
DOLPHINS CANCER CHALLENGE

CAM: 16-0044 CM-2 CCM: 01/20/2016

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

City Attorney's Office: Approved as to Form 1 Originals and Delivered to City Manager

Assistant City Attorney: CJC 2/23/16

CIP FUNDED ☐ YES ☒ NO  
Capital Investment / Community Improvement Projects

**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, 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, real.

2) **City Manager:** Please sign as indicated and forward 1 original to City Clerk.

### INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Retains one original and forwards the Original Route form to Jeff Meehan 6075

☒ Original Route form to Jeff Meehan

Event Agreement Check List:

- ☒ Date of Commission Approval
- ☒ Entity name as listed in Sunbiz as "Applicant/Sponsor" and above the signature line.
- ☒ Must be authorized to sign for the Entity. Prefer President/Vice President (Inc. or Corp.) or Managing Member (LLC) or GP (LLP or Partnership)
- ☒ At least 1 Witness: Names printed under the signature (prefer 2 witnesses for LLC or GP as there is usually no secretary to attest and no seal)
- ☒ Attested by the Secretary (Corporations)
- ☒ Notarized
- ☒ Corporate Seal
- ☒ City Signature Page

Site Attached  
Schedule  
No Rider

OK CIP  
notary  
2 wits

**CITY OF FORT LAUDERDALE  
OUTDOOR EVENT AGREEMENT**

2016 JAN 21 PM 1:47

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation  
State of Florida, referred to hereinafter as "City",

and

DOLPHINS CYCLING CHALLENGE, INC., a Florida not for profit  
corporation, whose principal place of business is 347 Don Shula  
Drive, Miami Gardens, FL 33056 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 20, 2016, 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 "DOLPHIN'S CANCER  
CHALLENGE" (referred to hereinafter as the "Event") outdoors only at the location(s)  
and time(s) set forth in the attached Outdoor Event Agreement Schedule One and Site  
Map (if applicable), which is attached hereto and made a part hereof.

### **3. General Requirements.**

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) The Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the event application and determine necessary parking requirements.
- (5) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (6) If the Event includes use of tents, awnings, or canopies, in advance of the Event the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (7) In advance of the Event the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (8) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant

shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.

- (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 Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

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

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 Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**6. Reimbursement of expenses.**

Should the City incur expenses as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

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

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

**8. Compliance with laws.**

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any

other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.

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

## **9. Limitation of Liability**

- (1) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00.
- (2) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100.00, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this

Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**10. Transfer of Rights.**

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

**11. Venue.**


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

**12. Incorporation.**

This Outdoor Event Agreement, together with the attached Rider, 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:

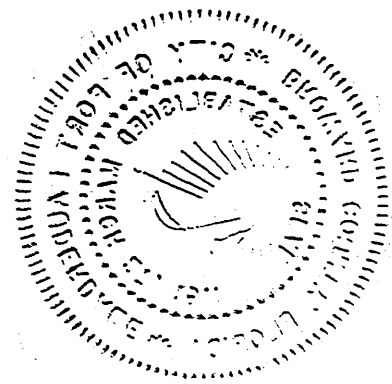
  
\_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

CITY OF FORT LAUDERDALE, a  
Florida municipality

  
\_\_\_\_\_  
LEE R. FELDMAN, City Manager

Approved as to form.

  
\_\_\_\_\_  
COLE J. COPERTINO  
Assistant City Attorney





APPLICANT/SPONSOR

DOLPHIN'S CYCLING CHALLENGE,  
INC., a Florida not for profit corporation.

WITNESSES:

Anthony Karpinski Jr.

Anthony J. Karpinski Jr.  
[Witness print/type name]

Will Leahy

[Signature]  
[Witness print/type name]

By [Signature]  
MICHAEL MANDICH, CEO

ATTEST:

(CORPORATE SEAL)

☐ Secretary or ☐ Assistant Secretary

\_\_\_\_\_  
[Print Name ]

STATE OF FLORIDA  
COUNTY OF Miami-Dade:

The foregoing instrument was acknowledged before me this 20 day of  
January, 2016, by MICHAEL MANDICH, as CEO of DOLPHIN'S  
CYCLING CHALLENGE, INC. He is ☒ personally known to me or ☐ has produced  
\_\_\_\_\_  
- as identification

(SEAL)

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

Stephanie Miller  
Name of Notary Typed, Printed or Stamped

My Commission Expires: December 29, 2017

Commission Number: 080049



### **SCHEDULE ONE**

- |    |                        |                                 |
|----|------------------------|---------------------------------|
| 1  | Name of Applicant:     | Dolphins Cycling Challenge, Inc |
| 2  | Name of Outdoor Event: | Dolphins Cancer Challenge       |
| 3  | Date of Setup:         | Friday, February 19, 2016       |
| 4  | Time of Setup:         | 2:00pm                          |
| 5  | Date of Event:         | Saturday, February 20, 2016     |
| 6  | Time of Event:         | 7:00am- 11:15am                 |
| 7  | Date of Breakdown:     | Saturday, February 20, 2016     |
| 8  | Time of Breakdown:     | 11:30am                         |
| 9  | Event Location:        | Esplanade Park/Snyder Park      |
| 10 | Road Closings:         | Yes- see attached bike route    |
| 11 | Alcohol:               | No                              |

10:00 AM Registration Opens

Hard Closure Starts Between SW 5<sup>th</sup> Ave & SW 4<sup>th</sup> Ave

10:45 AM Short Program

~~X~~ 11:00 AM Ride Starts —

11:15 AM Load Out Begins

Storage Unit Re-Packed

Road Re-Opens

11:30 AM Portolets Removed

Diamonette Begins Breakdown

AAA Breakdown

Dunkin Donuts Breaks Down

11:45 AM Scissor Lifts Removed

12:00 PM Barricades Removed

Volunteers leave

12:30 PM Volunteer Captain Leaves (As Long as all is done)

1:00 PM Storage Unit Picked Up

3:45 PM Water Monster Picked Up



## **Snyder Park Timeline**

### **Friday, February 19<sup>th</sup>**

4:00 PM      Storage Unit Dropped

### **Saturday, February 20<sup>th</sup>**

7:30 AM      Site Lead Arrives

Water Monster Dropped Off

7:45 AM      Volunteer Captains Arrive

Portolets delivered (15 Units)

8:00 AM      Volunteers Arrive

8:15 AM      Publix Food Delivery

Begin Set-up from Storage Unit

8:30 AM      Prepare Food

Ice Delivered (20 bags)

8:45 AM      Prepare Coolers with Water/ Gatorade

9:00 AM      UM Nurses Arrive

Mechanics Arrive

9:52 AM      First Riders Arrive

12:08 PM      Last Riders Arrive

12:30 PM      Breakdown Begins

12:45 PM      Portolets Picked Up

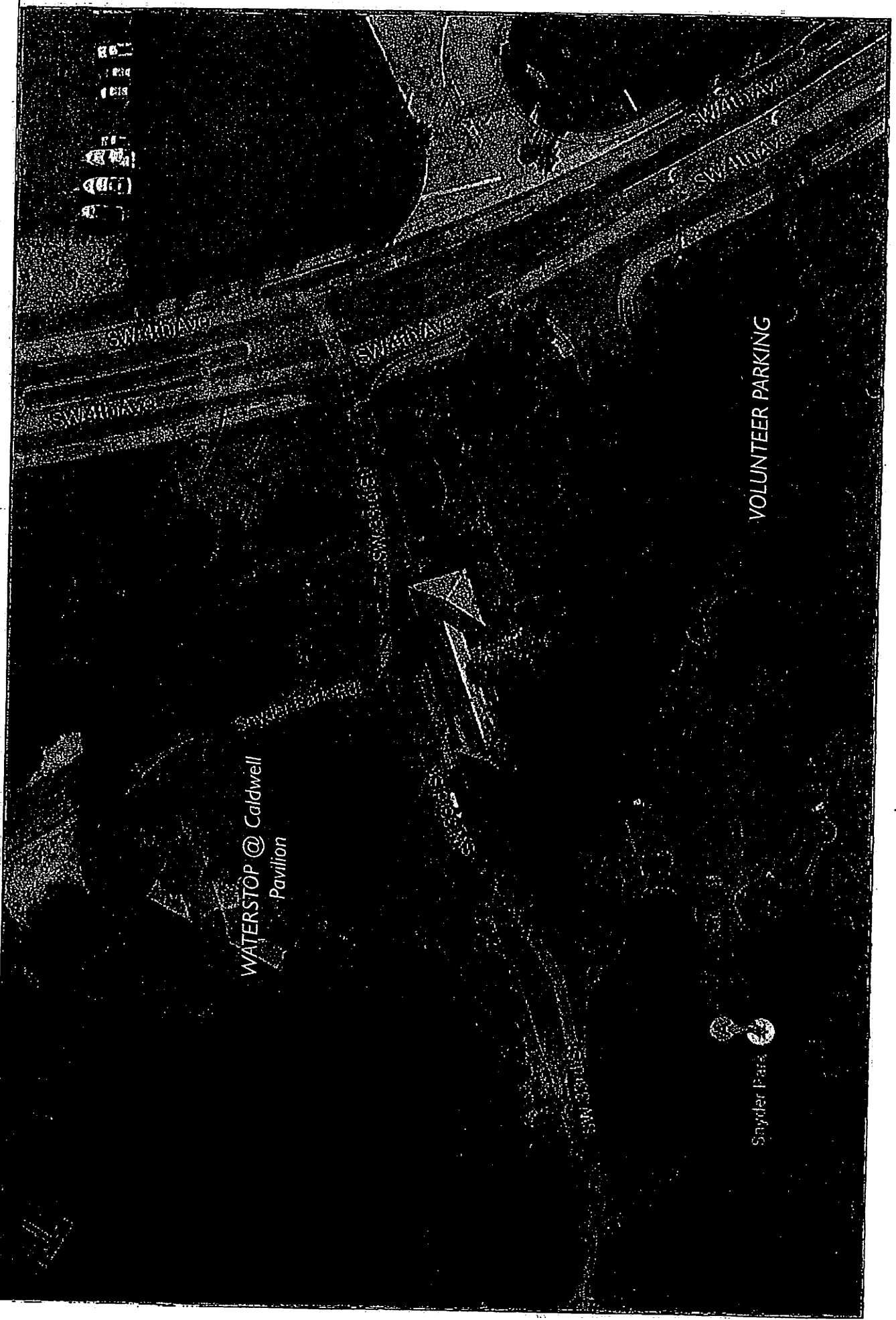
Water Monster Picked Up

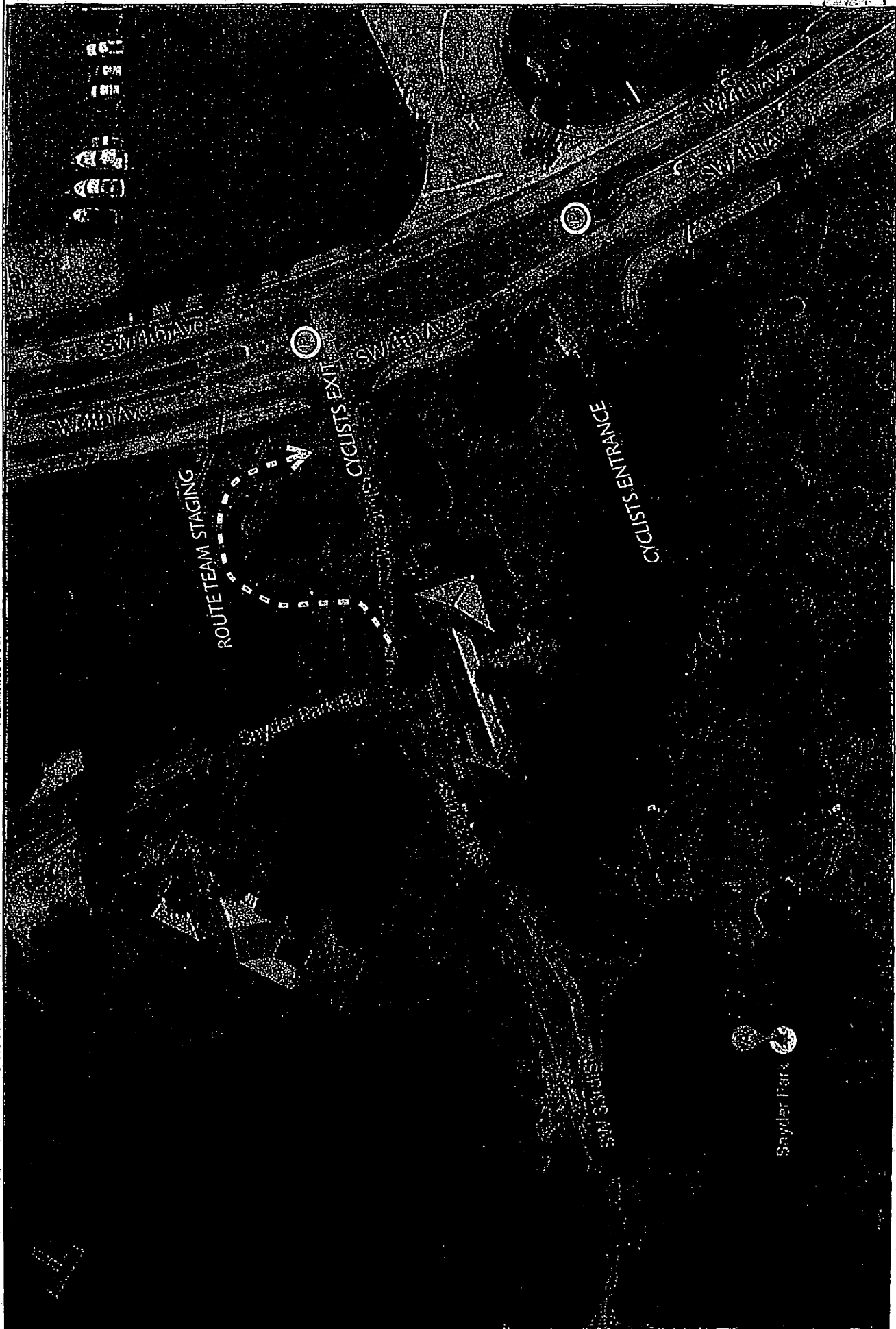
1:00 PM      Finish Breakdown

1:15 PM      Volunteers Leave

Storage Unit Picked Up

1:30 PM      Site Lead Leaves





FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**Detail by Entity Name**Florida Not For Profit Corporation

DOLPHINS CYCLING CHALLENGE, INC.

Filing Information

**Document Number** N12000002840  
**FEI/EIN Number** 45-4808311  
**Date Filed** 03/14/2012  
**State** FL  
**Status** ACTIVE

Principal Address

347 DON SHULA DR  
MIAMI GARDENS, FL 33056

Mailing Address

347 DON SHULA DR  
MIAMI GARDENS, FL 33056

Registered Agent Name & Address

PINCUS, GEORGE A  
200 E LAS OLAS BLVD, PHA  
FT LAUDERDALE, FL 33301

Officer/Director Detail**Name & Address**

Title VC

Garfinkel, Tom  
347 DON SHULA DR  
MIAMI GARDENS, FL 33056

Title D

PINCUS, GEORGE A  
200 E LAS OLAS BLVD, PHA  
FT LAUDERDALE, FL 33301

Title D

MILLER, STUART  
700 NW 107TH AVE SUITE 400  
MIAMI, FL 33172

Title D

ALLEN, MATT



315 S BISCAYNE BLVD #200  
MIAMI, FL 33131

Title D

PECK, JEFFREY  
13850 NW 105TH AVE  
MIAMI, FL 33018

Title Chairman

Berkowitz, Richard  
200 S Biscayne Blvd  
6th floor  
Miami, FL 33131

Title CEO

Mandich, Michael  
347 DON SHULA DR  
MIAMI GARDENS, FL 33056

Annual Reports

Report Year	Filed Date
2013	03/11/2013
2014	01/14/2014
2015	01/09/2015

Document Images

<u>01/09/2015 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/14/2014 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/11/2013 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/14/2012 -- Domestic Non-Profit</u>	<a href="#">View image in PDF format</a>

## **RIDER**

THIS RIDER ("Rider") is hereby incorporated into the Outdoor Event Agreement between DOLPHINS CYCLING CHALLENGE, INC. and CITY OF FORT LAUDERDALE, dated January 20, 2016 (the "Event Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Event Agreement. In the event there is any conflict or inconsistency between any term in this Rider and any term in the rest of the Event Agreement, the term in this Rider shall govern.

1. **Use of Marks; Recordings.** City shall not, by this Event Agreement, have any right to use Applicant's name, logos or intellectual property (collectively, "Applicant Marks") for any purpose whatsoever without the prior written approval of Applicant in each instance. Applicant shall have the right to record its events at the City and use (and authorize third parties to use) such recordings in any and all media throughout the world in perpetuity without the need to obtain further consent from City.
2. **Food and Beverage Fees.** City agrees to permit Applicant sponsors to distribute food and beverage items in any Applicant Event areas without any additional charge or corkage fee.
3. **Cure Period.** City acknowledges and agrees that it shall not revoke permission, suspend, modify, or terminate the Event or any portion thereof for any reason without allowing Applicant three (3) business days to cure any such issue or default.
4. **Indemnification.** To the fullest extent permitted by law, and subject to the limitations of Section 768.28 Florida Statutes, each party will indemnify the other, as well as each of the other's foregoing's respective officials, officers, directors, partners, members, managers, shareholders, agents, contractors and employees (collectively, "Indemnified Parties") from and against any and all claims, losses, expenses (including reasonable attorneys' fees) or liabilities (collectively, "Claims") of any kind arising from or in any way related to the indemnifying party's negligent or willful acts or omissions, or a breach of any term, condition, covenant, representation or warranty contained in this Event Agreement. Notwithstanding the foregoing, neither party shall have on obligation to indemnify the other from and against any Claims resulting directly from such indemnified party's gross negligence or willful misconduct. This indemnification shall not be deemed a waiver of sovereign immunity.