10/lect 5 /12/4/15 D 5

# **DOCUMENT ROUTING FORM**

NAME OF DOCUMENT: Event Agreements: CORAL RIDGE ASSOCIATION HOLIDAY PARTY, STAND UP FOR SUSTAINABILITY, ALL SAINTS BOAT PARADE FESTIVAL, RIO VISTA HOLIDAY PARTY, CHURCH BY THE GLADES: CHRISTMAS AT THE PARK.

CHRISTMAS AT THE PARK. CM-2 CCM: 11/17/2015 CAM: 15-1397 /395 Routing Origin: X CAO □ Original Documents City Attorney's Office: Approved as to Form 1 Originals and Delivered to City Manager ed a lecent Assistant City Attorney: CIC Capital Investment / Community Improvement Projects defined as having a life of at least 10 years CIP FUNDED ☐ YES ☒ NO and a cost of at least \$50,000 and shall mean Capital Investment / Community Improvement Projects 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 Sarah Casperson, ext. 5001

#### CITY OF FORT LAUDERDALE

Chylling the domes

2015 NOV 17 AM 8: 54

#### **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

CORAL BAPTIST CHURCH, INC., a Florida non-profit corporation, whose principal place of business is 400 Lakeview Drive, Coral Springs, Florida 33071 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 November 17, 2015, 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 "CHURCH BY THE GLADES: CHRISTMAS IN THE PARK" (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.

# 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. MODARESI City Clerk

CITY OF FORT LAUDERDALE

LEE R. FELDMAN, City Manager

Approved as to form;

Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

CORAL BAPTIST CHURCH, INC., a Florida not for Profit Corporation.

[Witness print/type name]

DAVID HUGHES, President or,

RAUL PALACIOS, Vice President

· · · •	
Man	ATTEST:
Michael Critch	<del></del>
[Witness print/type name]	Secretary
	CORPORATE SEAL
STATE OF FLORIDA: COUNTY OF BROWARD:	
	···
The foregoing instrument was a	cknowledged before me this 12 day of
	1 Palacios, as Vice President of
	a Florida not for Profit Corporation who is
personally known to me or $\square$ has procasidentification.	duced
as identification.	0 .
(SEAL)	Manage
•	Notary Public, State of Florida (Signature of
Nancy Rupprecht Lewrence NOTARY PUBLIC	Notary Taking Acknowledgment)
Commit FF214215 Expires 3/26/2019	Name of Notary Typed, Printed or Stamped
	My Commission Expires:

Commission Number:



# CITY OF FORT LAUDERDALE SPECIAL EVENT APPLICATION

Submit a <u>COMPLETED APPLICATION</u>, SITE PLAN and SITE PLAN NARRATIVE by email <u>60 days</u> before your planned event. Events Planned for July or August must be submitted by <u>May 1st</u>.

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

Fee must accompany application

At least 60 days prior to event \$200.00

59 to 30 days prior to event **\$400.00** 

Less than 30 days prior to event Denied unless approved by City Manager or designee

PART I: EVENT REQUEST				
Event Name Church by	the Glades: Cl	hristmas in the Park_		·····
Purpose of event (check one) Expected maximum attendar Has this event been held in th If yes, please list past dates, lo	nce1000 e past?Y	_ Expecte 'es <u>x</u> No	ed sustained attendance	ce500
Detailed Description (Activities	es, Vendors, Ent	ertainment, etc.)		
family-friendly Chris	tmas event in tl	ne park featuring a li	ve band, video conter	nt and speaker
from Church by the Glades			••	· <del>· · · · · · · · · · · · · · · · · · </del>
Location Huizenga P	laza			<del></del>
Date and Time DATE	DAY	BEGIN	END	Attendance
SETUP: <u>12/22/15</u>	<u>Tuesday</u>	8_ <b>AM/</b> PM	6AM/ <b>PM</b>	50
EVENT DAY 1:12/22/15	Tuesday	6_AM/ <b>PM</b>	<u>8 xx</u> _AM/PM	500
EVENT DAY 2:		AM/PM	AM/PM	
EVENT DAY 3:		AM/PM	AM/PM	
BREAKDOWN: <u>12/22/15</u>	<u>Tuesday</u>	7AM/ <b>PM</b>	11AM/ <b>PM</b>	50
*events scheduled for more than	3 days will be sul	bject to special counci	l approval	
PART II: APPLICANT				
Organization Name Coral	Baptist Church	(as registered)	ne: <u>(954) 755-7767</u>	
Address: 400 Lakeview I	Or	City, State, Zip:	Coral Springs, FL, 33071	

Electricity	erdale.gov
Company: Sidram Power - Electric Sunshine	License #: <u>EC13004016</u>
Name of electrician:	Phone: (954)989-8898
Entertainment	erformers?
live band, video content and speaker from Church by the Glad	<u>les</u>
Fencing or Barricades x Yes No * Include proposed fences in your Site Plan & Narrative	•
Fireworks & Flame EffectsYesx_No	
Name & Contact of Company conducting the show:* *A permit and Fire Watch is required for all pyrotechnics displays. firem	arshal@fortlauderdale.gov
Food Vendors  Yes _x_No  * State Health Dept. John Litscher at (954) 632-8094 must be notified 10 be inspected by the Fire Rescue Department, Capt. Bruce Strandhage to serving food. A fire extinguisher is required for each food booth. If a be secured on the outside of the booth. Inspections during non-working	on at (954) 828-5080 to ensure compliance prior propane tank is used for a fuel source, it must
MusicNo If yes, what music format(s) will be used? (amplified, acoustic, re	ecorded, live, MC, DJ, etc):
amplified music- pre-recorded for before and after the experier	nce, live band during the experience
List the type of equipment you will use (speakers, amplifier, drun	ns, etc):
speakers, amplifiers, live band with instruments- electric guitars,	keyboards, drums, vocals
Days and times music will be played: <u>12/22/15 from 3 pm (sour</u>	nd check) to 8 PM (end of experience)_
How close is the event to the nearest residence? <a></a> <a>1 mile to</a>	Las Olas River House Condominiums
Soundproofing equipment?Yes _x_No	
Parking Impact  Yes _x_No  *All Parking Spaces that are impacted by an event will be billed to the Mobility Dept. and must be paid in full before the event. eventtam@fc	
Road Closings x Yes No *Closing roads requires submitting an approved Maintenance of Traff agency affected BEFORE the Commission will vate on it. Some Form Events manual Appendix. To expedite the process you may want to se	s and instructions can be found in the Special
Sanitation & Waste Will the event encourage Recycling and Sustainability? *The Green Checklist in the Events Manual Appendix can help you. Por	_x_YesNo rtable Toilets are regulated by Broward County.
Service Provider: <u>Emerald Irish Cleaning</u> Contact: <u>Annet</u> All grounds must be cleaned up <b>immediately</b> after completion of even be provided at all City events, facilities and parks. You are responsible Tents or Canopies <u>x</u> YesNo	nt or you will be subject to fees. Recycling must

#### PART V: APPLICANT'S ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge. If I have not submitted my application within the deadline and according to the rules outlined in the Special Events Manual it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable) must furnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to 30 days in advance of the event.

I understand that a City of Fort Lauderdale Parks and Recreation sponsored activity has 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 Emergency Medical Services is required by City Ordinance to be onsite during all special events.

Any cancelations need to be made by phone to each department representative providing services at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that the City has a noise ordinance. 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. 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.

Mike Critch	Assistant Campus Director	
Name of applicant	Title	
10/12/15		
Date		

Email completed application at least 60 days ahead of your planned event to:

#### events@fortlauderdale.gov

Please mail the application fee (payable to the City of Fort Lauderdale) to:

Jeff Meehan, Special Events Coordinator

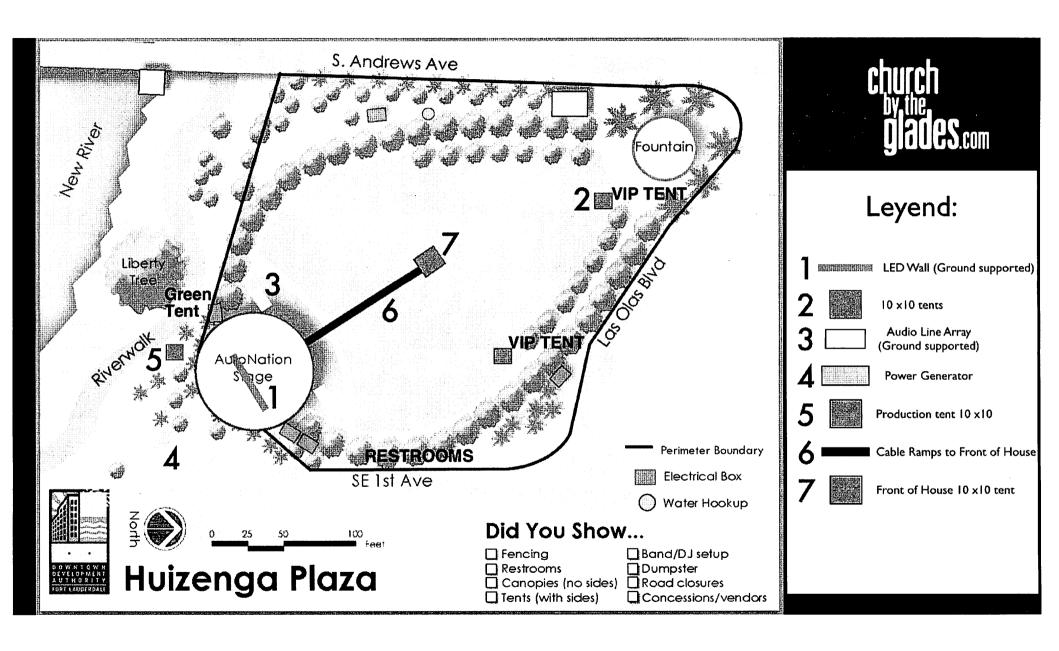
1350 W. Broward Boulevard, Fort Lauderdale, FL 33312

Phone: (954) 828-6075 Fax: (954) 828-5650

Please include the following with the application if necessary:

- \* Event Site Plan & Narrative including stage(s), other entertainment locations, activities, booths, restrooms, canopies, dumpsters, fencing, generators, etc.
- \* Maintenance of Traffic plan including the placement and number of barricades, signs, directional arrows, cones, message boards, and name of the barricade and/or traffic signs company being used.

CAM	15- EXh	1395 16172
Pag	ge 5	of 5



### **SCHEDULE ONE**

1 Name of Applicant:

Coral Baptist Church, Inc.

2 Name of Outdoor Event:

Church by the Glades: Christmas in the Park

3 Date of Setup:

Tuesday, December 22, 2015

4 Time of Setup:

8:00am

5 Date of Event:

Tuesday, December 22, 2015

6 Time of Event:

6:00pm- 8:00pm

7 Date of Breakdown:

Tuesday, December 22, 2015

8 Time of Breakdown:

11:00pm

9 Event Location:

Huizenga Plaza- 32 East Las Olas Blvd

10 Road Closings:

Yes- (SE 1st Ave south end to the cul-de-sac)

11 Alcohol:

No

#### Memorandum

To:

Cynthia A. Everett, City Attorney

From:

Jeff Meehan, Outdoor Event Coordinator

Date:

October 21, 2015

Re:

Request for Event Agreement

Church by the Glades: Christmas in the Park Please ask your staff to prepare an event agreement for the above named event. Attached to this memo is the application, proof of corporate identification and Schedule 1, which should be attached to the agreement as an exhibit. In addition, the following City Departments have reviewed and approved the plans:

City Police Department has reviewed the application and requires/does not require the applicant to pay for security personnel for crowd control and traffic direction purposes.

City Fire Department has reviewed the application and approved the proposed safety and staffing plan (contingent upon compliance with the Florida Fire Prevention Code and passing any required inspections).

City Risk Manager has reviewed and approved the Certificate of Insurance.

comprehensive general liability insurance, one million dollars (\$1,000,000).

\_\_\_ liquor liability insurance, five hundred thousand dollars (\$500,000).

City Building Department has reviewed and approved the proposed use of temporary structures and electrical facilities.

City Parks and Recreation Department has reviewed and approved the proposed set-up, clean-up plan.

Other City Department: Olivina as reviewed and approved the proposed plan.

Please contact me at (954) 828-6075 if you have any questions. Thank you.



# **Detail by Entity Name**

Florida Not For Profit Corporation

CORAL BAPTIST CHURCH, INC.

Filing Information

**Document Number** 

N30113

**FEI/EIN Number** 

59-2441363

Date Filed

01/10/1989

State

FL

Status

ACTIVE

Last Event

AMENDED AND RESTATED ARTICLES

**Event Date Filed** 

06/08/2010

**Event Effective Date** 

NONE

**Principal Address** 

C/O RAUL PALACIOS 400 LAKEVIEW DRIVE CORAL SPRINGS, FL 33071

Changed: 04/04/2011

**Mailing Address** 

C/O RAUL PALACIOS 400 LAKEVIEW DRIVE CORAL SPRINGS, FL 33071

Changed: 04/04/2011

Registered Agent Name & Address

PALACIOS, RAUL 400 LAKEVIEW DRIVE CORAL SPRINGS, FL 33071

Name Changed: 04/04/2011

Address Changed: 04/07/2004

Officer/Director Detail

Name & Address

Title D

MCCLELLAND, MARK

04/11/2001 ANNUAL REPORT
05/03/2000 ANNUAL REPORT
04/20/1999 ANNUAL REPORT
06/24/1998 ANNUAL REPORT
05/09/1997 ANNUAL REPORT
01/31/1996 ANNUAL REPORT
05/01/1995 ANNUAL REPORT

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