

**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

REDLINE MEDIA GROUP, LLC D/B/A REAL MEANINGFUL GESTURES, a Florida limited liability company, whose principal place of business is 1951 Tigertail Boulevard, Dania Beach, Florida 33004, 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 April 16, 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 "MARCH FOR CANCER" (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 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 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
City Manager

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



TANIA MARIE AMAR
Assistant City Attorney

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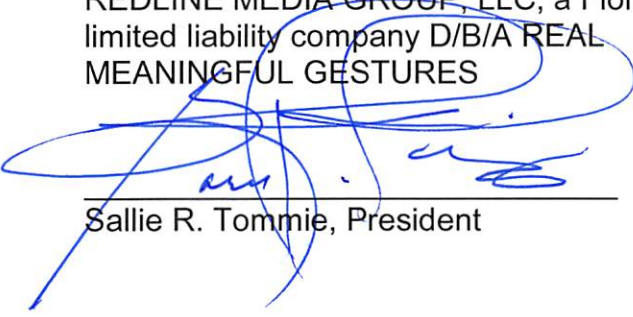
APPLICANT/SPONSOR

WITNESSES:


 Print Name: C. GEORGEOVICH

 Print Name: Mark Bourne

 REDLINE MEDIA GROUP, LLC, a Florida
 limited liability company D/B/A REAL
 MEANINGFUL GESTURES

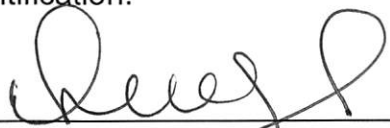

 Sallie R. Tommie, President

CORPORATE SEAL

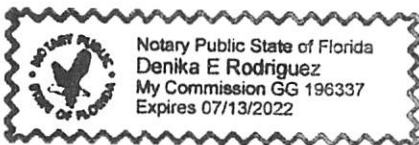
 STATE OF FLORIDA:
 COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 16th day of April, 2019, by SALLIE R. TOMMIE as PRESIDENT of REDLINE MEDIA GROUP, LLC, a Florida limited liability company, D/B/A REAL MEANINGFUL GESTURES who is ☐ personally known to me or ☒ has produced #DL as identification.

(NOTARY SEAL)


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

Denika E. Rodriguez
 Name of Notary Typed, Printed or Stamped

 My Commission Expires: 7-13-2022
 Commission Number: GG 196337


Schedule 1

Applicant: Redline Media Group, LLC d/b/a Real Meaningful Gestures

Event Name: March for Cancer

Date/Time: Saturday, May 18, 2019 (6:00am – 3:00pm)

Location: DC Alexander Park

Set Up Date/Time: Friday, May 17, 2019 (12:00pm – 12:00am)

Breakdown Date/Time: Saturday, May 18, 2019 (3:00pm – 6:00pm)

Road Closing: Yes – Temporary road closure/directional officers at DC Alexander Park on the corner of SE 5th Street and A1A at start of race North Bound (7AM), the course will take A1A North to NE 9th Street Make a U-turn and return South on A1A to Las Olas East then A1A South back to DC Alexander Park SE 5th Street and A1A. Temporary lane closure with barricades/cones on the inside lanes to encompass runners going North and South. We will provide a vehicle that will follow the last participating group to pick up all barricades/cones as the race progresses Temporary road closure/directional officers at DC Alexander Park on the corner of SE 5th Street and A1A at start of race North Bound (7AM), the course will take A1A North to NE 9th Street Make a U-turn and return South on A1A to Las Olas East then A1A South back to DC Alexander Park SE 5th Street and A1A. Temporary lane closure with

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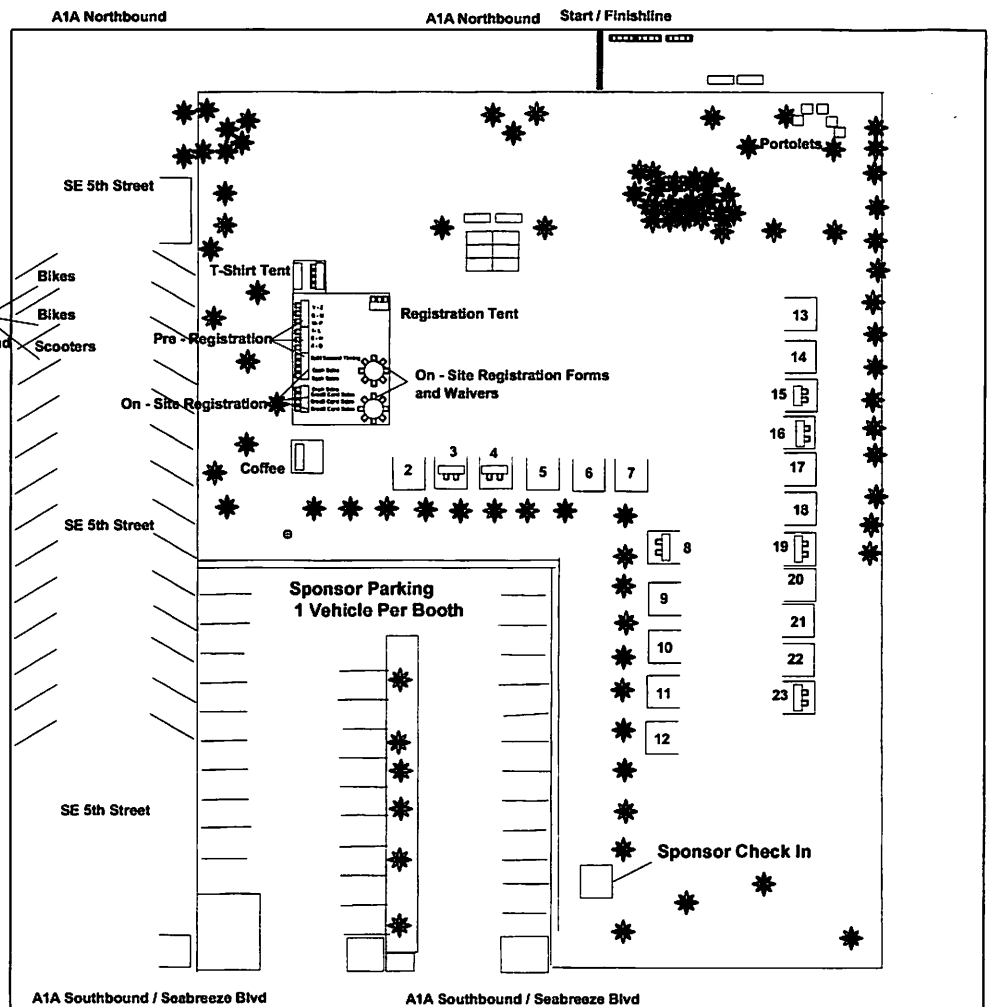
Alcohol:	No
Amplified Music:	Yes - Saturday, May 18, 2019 (6:00am – 3:00pm)
Special Permission:	Amplified Music/Extended Road Closure - No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$200.00

Client: RMG
 Location: DC Alexander Park
 Room:
 Prepared On: 03/22/19 10:40:42

Event Name: March for Cancer
 Date: May 18th 2019
 Time: 5:00am to 3:00pm
 Prepared By: Mark Boumes

1. Registration Tent / 30x40 MFC
2. DeliverLean
3. Sweet Tomatoes
4. Memorial Cancer Institute (T)
5. PDQ
6. PNC Bank
7. Cox Media Group
8. Plasma Med (T)
9. WMXJ - 102.7 The Beach
10. WAXY - 790 The Ticket
11. WKIS - Kiss Country
12. WPOW - Power 96
13. Stretch Zone
14. Potential Church (T)
15. Costco (T)
16. miVip (T)
17. WXDJ El Zol 106.7
18. WCMQ Z92.3
19. Allstate - Bona Insurance Group
20. ViceCream
21. WMIA - 93.9 MIA
22. RXBar
23. YouFit Health Club

3 Parking Spots
 for Transportation
 Bikes and Scooters
 First 3 spaces west Bound
 on SE 5th Street



FOR OVERVIEW PURPOSE ONLY DRAWING NOT TO SCALE

NOTE:
THIS M.O.T. IS BASED ON MUTCD & THE FLORIDA DEPARTMENT OF
TRANSPORTATION ROADWAY AND DESIGN STANDARDS. ALL TRAFFIC
CONTROL DEVICES MUST BE SET AND PLACED BY PERSONS CERTIFIED
IN TRAFFIC CONTROL DEVICE PLACEMENT AND PLANNING.



MARK BOURNES 954-989-5600
msb@redlinemediagroup.com



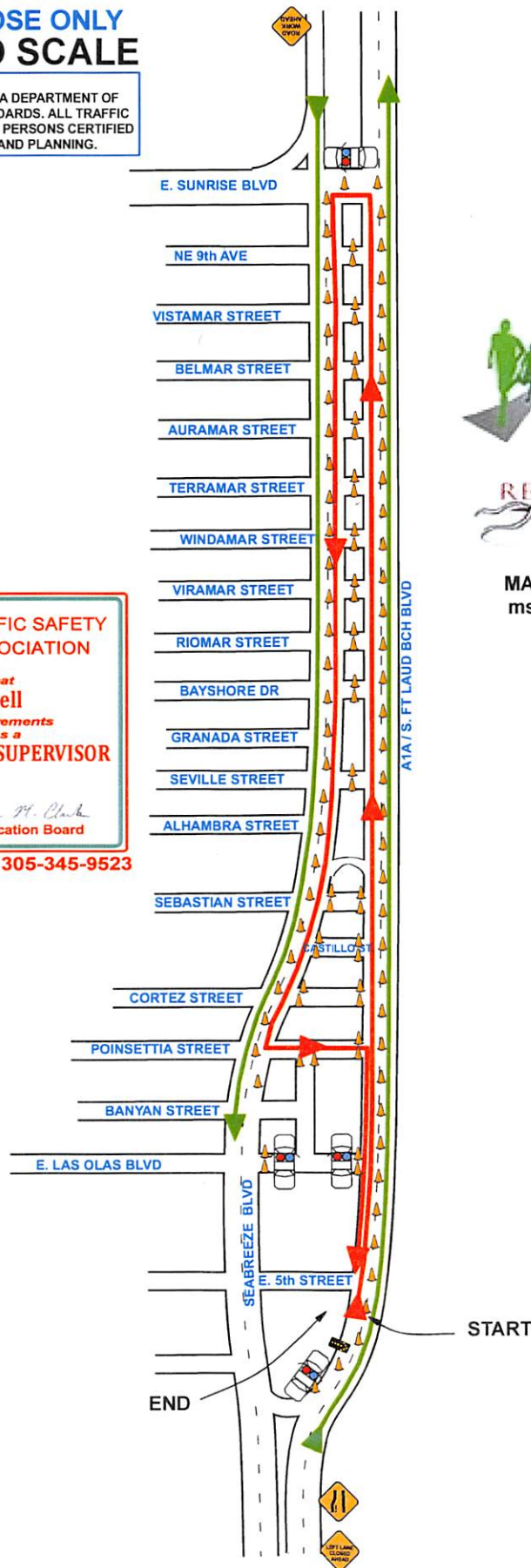
**AMERICAN TRAFFIC SAFETY
SERVICES ASSOCIATION**



This is to affirm that
Lorenzo A. Howell
has satisfied the requirements
to be designated as a
CERTIFIED TRAFFIC CONTROL SUPERVISOR

Cert. # 34576
Issue Date: 05/12/2017
Expiration Date: 04/17/2021

Donna M. Clarke
Certification Board

lhowell@roadsafetraffic.com / 305-345-9523



Legend	
—	MARCH ROUTE
—	TRAFFIC ROUTE
	Cone
	POLICE





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

106
4/26/19

Today's Date: 4/19/2019

DOCUMENT TITLE: REDLINE MEDIA GROUP, LLC D/B/A REAL MEANINGFUL GESTURES – MARCH FOR CANCER EVENT AGREEMENT

COMM. MTG. DATE: 4/16/2019 CAM #: 19-0343 ITEM #: CM-2 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CMO Router Name/Ext: Barbara Smith/6075 # of originals routed: 1 Date to CAO: 4/16/19

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

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4/23/19

Tania Amar
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: MJ Matthews/CMO/X5364 Date: 4/24/19

4) City Manager's Office: CMO LOG #: Apr 10 Document received from: cao

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

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ ECO Date: 4/24/19

5) City Clerk's Office: Retains ELECTRONIC COPY & forwards 1 original to: Barbara Smith/CMO/6075

Attach ___ certified Reso # ___ ☐ YES ☒ NO

Original Route form to CAO/J. Larregui

Rev. 3/14/19