

**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

**VELO SPORTS, LLC**, a Florida limited liability company, whose principal place of business is 7252 SW 40<sup>th</sup> Street, Miami, Florida 33155, 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 5, 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 "TOUR DE COAST" (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

and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, flower, 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 or 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 effect, or its associated, poses 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 the written determination of it, no 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 the City and any other government and agency having jurisdiction that may be applicable to the Event, including, but not limited to, noise, building, zoning, general health, fire, and other laws. The Applicant shall further take all regulations and laws 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 guests, employees and visitors to the Event.

(2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181) which prohibits discrimination

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

necessary to implement the policy and that the City and F&B cases shall be exempt from this notice requirement.

Unless the Applicant meets the requirements for a temporary event in Section 18-144 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide the insurance of insurance necessary to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The limit of the coverage shall be at least as high as the distribution of any alcohol beverage. The Applicant shall in addition provide liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00). The Applicant shall not be held responsible for the cost of the insurance. The insurance shall be provided in the opinion of the City's Risk Manager of insurance of adequate policy.

(b) The Applicant shall indemnify and hold harmless the City for any damage to or injury to property that occurs during or as a result of the operation of the Event.

(c) In advance of the Event the Applicant shall submit a plan to the City's Risk Manager's Office that includes the proposed location of any temporary structure, such as a bar, food stand, concession stand, ticket booth, and other structure. The plan shall include a description of the structure, its location, and its use. The Applicant shall not hold or occupy the Event or event any temporary structure until the City's Risk Manager's Office has provided written approval of the structure's temporary structure plan. The Applicant shall not be held responsible for any damage to or injury to property that occurs during or as a result of the operation of the Event.

## 2. Insurance Requirements

The City does not warrant that the event site will be available to the Applicant. Further, no such warranty is made as to the suitability of the event site for the event. The City's Risk Manager shall be responsible for the event site. The City's Risk Manager shall be responsible for the event site.

## 3. Reservation of Public Property

If the Event involves use of public property the Applicant shall be responsible for and shall maintain all areas of the public property used. Maintenance of areas of public property used for the Event shall be the responsibility of the Applicant. The Applicant shall be responsible for the maintenance of the public property used for the Event. The Applicant shall be responsible for the maintenance of the public property used for the Event.

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

[illegible]

should be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

writing addressed to the City Manager or his designee. Resolution of any such challenge to any invoice the Applicant shall pay the invoice as obligated by the City's invoice by a Applicant will no longer be considered. Payment is deemed final. Payment of the Applicant's receipt should be made by the City Manager, subject to a review of the Event at the time it occurs.

[illegible]

(1) The Applicant has at all times complied with the provisions of the Act and Regulations and has taken all steps necessary to ensure compliance therewith.

2

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.

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 all individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.

(b) The Applicant agrees to secure and pay for all licenses and permits required by any government agency having jurisdiction including City of Broward. It also includes the use of any land that is or that may be owned or controlled by the Applicant, whether or not it is owned or controlled by the Applicant, in order to carry out the purpose of the Event. The Applicant shall in advance of the Event provide the City with a certification that shows that the Applicant has obtained the appropriate licenses, permits or easements and that all such licenses, permits or easements have been obtained in full. The provisions of this paragraph apply specifically and not exclusively to A-2000, B-2000, C-2000, and D-2000, and the Applicant certifies that any license, permit, easement or payment for use of any land is not a condition of the Event.

### Limitation of Liability

The City desires to enter into this Agreement only if it is 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 the liability for any such cause of action does not exceed the sum of \$100,000. Applicant hereby agrees to release and hold the City harmless from and against any and all claims, damages, losses, costs, expenses, attorney's fees, and any other amounts that may be awarded or paid to or for the City for any damages, claims, losses, costs, expenses, attorney's fees, and any other amounts that may be awarded or paid to or for the City arising from this Agreement to be limited to a maximum amount of \$100,000.

(c) 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 \$100,000 for any action for breach of contract or for any other cause of action arising out of this Agreement. Nothing contained in this paragraph shall be construed to limit the City's liability in any way intended to be a way or of the limitation placed upon the City's liability as set forth in Article 7B of the Broward Statutes.

### Transfer of Right

To the extent this Agreement creates a right or interest in the Applicant, the Applicant shall not transfer any right to any other individual or entity.

### Force

Verus 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.

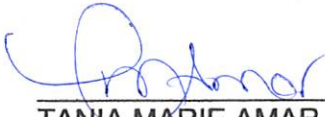
ATTEST:

  
\_\_\_\_\_  
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

The Club Event Agreement, together with the attached schedule of the Club Event Agreement, shall constitute the entire agreement between the parties. The Club Event Agreement shall be subject to the approval of the City Council and the various documents shall be subject to the approval of the City Council. The Club Event Agreement shall be subject to the approval of the City Council.

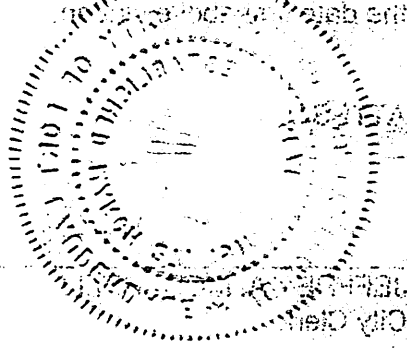
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and date first above written.

CITY OF PORTLAND  
Mayor

THOMAS J. LABAREE  
City Clerk

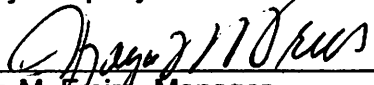
ALVIN E. BOLAND, City Attorney

TAMARA K. BROWN, City Attorney



**APPLICANT/SPONSOR**

**VELO SPORTS, LLC**, a Florida limited liability company

  
Joyce M. Freire, Manager

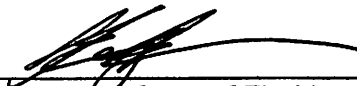
**CORPORATE SEAL**

**STATE OF FLORIDA:  
COUNTY OF BROWARD:**

The foregoing instrument was acknowledged before me this 04 day of October, 2019, by JOYCE M. FREIRE as MANAGER of **VELO SPORTS, LLC**, a Florida limited liability company, who is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

**(NOTARY SEAL)**



  
Notary Public, State of Florida  
(Signature of Notary Taking Acknowledgment)  
 Commission # GG010802  
Expires: July 12, 2020  
Name of Notary James E. Bailey Printed or Stamped  
My Commission Expires: 07/12/2020  
Commission Number: GG010802

APPROPRIATE FOR

APPROPRIATE FOR  
APPROPRIATE FOR

APPROPRIATE FOR

CORPORATE SEAL

STATE OF TEXAS  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of  
July 1980 by JAMES E. RANNEY, a single man, who is in personal possession  
of the instrument and who is in personal possession of the instrument.

(JAMES E. RANNEY)

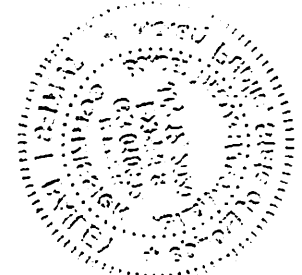
Notary Public, State of Texas  
(Signature of Notary Public)

Commission Expires July 15, 1980



Notary Public, State of Texas

Commission Expires July 15, 1980



# Schedule 1

|                          |                                                                                    |
|--------------------------|------------------------------------------------------------------------------------|
| Event Name:              | Tour De Coast                                                                      |
| Applicant:               | Velo Sports LLC                                                                    |
| Date/Time:               | Sunday, February 16, 2020 (5:00am – 3:00pm)                                        |
| Location:                | Esplanade Park, 400 SW 2 <sup>nd</sup> St. Ft Laud, Fl 33312                       |
| Set Up Date/Time:        | Saturday, February 15, 2020 (9:00am – 4:00pm)                                      |
| Breakdown Date/Time:     | Sunday, February 16, 2020 (3:00pm – 5:00pm)                                        |
| Road Closing:            | Yes – SW 2 <sup>nd</sup> St btwn SW 5 <sup>th</sup> Ave and SW 4 <sup>th</sup> Ave |
| Alcohol:                 | Yes                                                                                |
| Amplified Music:         | Yes - Sunday, February 16, 2020 (7:00am – 3:00pm)                                  |
| Special Permission:      | Amplified Music/Extended Road Closure - No                                         |
| Insurance Required:      | Yes                                                                                |
| Banners:                 | No                                                                                 |
| Pending Code Violations: | No                                                                                 |
| Application Fee:         | \$200.00                                                                           |



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

126  
11/26/19

Today's Date: 11/22/2019

DOCUMENT TITLE: TOUR DE COAST

COMM. MTG. DATE: 11/5/19 CAM #: 19-1009 ITEM #: CM-2 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: E. Keiper/6088 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) 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: 11-25-19

Tania Marie Amar  
Attorney's Name

[Signature]  
Initials

2) City Clerk's Office: # of originals: 1 Routed to: MJ Matthews/CMO/x5364 Date: 11/25/19

3) City Manager's Office: CMO LOG #: Nov. 78 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ☒

ROBERT HERNANDEZ ☐

CHRIS LAGERBLOOM as CRA Executive Director ☐

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

PER ACM: R. HERNANDEZ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

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

Forward 1 originals to ☐ Mayor ☒ CCO Date: 11/26/19

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

5) City Clerk: Forward \_\_\_\_ originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

6) CAO forwards \_\_\_\_ originals to CCO

7) City Clerk: Scan original and forwards \_\_\_\_ originals to: \_\_\_\_\_ (Name/Dept/Ext)

Attach \_\_\_\_ certified Reso # \_\_\_\_ ☐ YES ☐ NO

Original Route form to CAO/Dept.