

**LAUDERDALE AIR SHOW ON FORT LAUDERDALE BEACH AGREEMENT**

THIS IS AN AGREEMENT, entered into on December 18, 2018 between:

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

and

**LAUDERDALE AIR SHOW, LLC**, a Florida  
limited liability company organized under the laws  
of the State of Florida, hereinafter referred to as  
"Applicant."

WHEREAS, subject to terms hereof, Applicant has requested approval from the City to conduct an air show, which includes an aircraft flight demonstration show with ancillary activities such as entertainment, exhibits, souvenir sales and refreshment sales (hereinafter referred to as the "Lauderdale Air Show on Fort Lauderdale Beach" or "Event.")

WHEREAS, Applicant shall provide the required certificates of insurance and indemnify and hold harmless the City for any damage to persons or property that might occur during, and as a result of, the operation of the Event; and

WHEREAS, City has been advised that, due to the scope and magnitude of the proposed Event, Applicant desires a contract with City for a period of 5 years so that Applicant can appropriately plan the commitment of resources, sponsors, subcontractors and finances; and

WHEREAS, City recognizes that the Lauderdale Air Show on Fort Lauderdale Beach is a marquee event and, as such, is willing to enter into an agreement and provide certain City services and expend certain City funds for advertising and promotional purposes; and

WHEREAS, City recognizes that the Event represents a significant opportunity to build public and industry awareness of the facilities and services available at the Fort Lauderdale Executive Airport ("Airport"); and

WHEREAS, City intends to capitalize on this opportunity to build the Airport's reputation amongst its potential aeronautical users and to raise airport revenue in connection with and after the Event; and

WHEREAS, by promoting the Airport, its facilities, and its services during the Event, the City will collect fuel flowage fees from fuel purchased from Lessees at the Airport in connection with the Event; and

WHEREAS, the promotional materials and events contemplated by this Agreement shall raise the overall profile of the Airport within the industry, make the public and aeronautical users

aware of the Airport's facilities and services, and increase airport revenue (via user fees) outside of the Event itself; and

WHEREAS, pursuant to City's Code of Ordinances, in order to conduct the Event, Applicant wishes to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follow:

1. **RECITALS AND EXHIBITS INCORPORATED:** The foregoing recitals are true and correct as are the Exhibits attached hereto and incorporated herein by this reference.
2. **DEFINITIONS:** For the purposes of this Agreement and the various covenants, conditions, terms and provisions that follow, the definitions set forth below are agreed to be true and correct and therefore agreed by the parties.
  - a. "Airport" means the Fort Lauderdale Executive Airport.
  - b. "Airport Manager" means the person designated by the City for the operation and management of the Airport or his or her designee.
  - c. "Agreement" means this Lauderdale Air Show on Fort Lauderdale Beach Agreement between the City of Fort Lauderdale and Lauderdale Air Show, LLC, as the same may be amended from time to time, with original on file with the City Clerk.
  - d. "Applicant" means Lauderdale Air Show, LLC, a limited liability company organized under the laws of the State of Florida.
  - e. "City" means the City of Fort Lauderdale, Florida, a municipal corporation of the State of Florida, of which the City Commission is its governing body.
  - f. "Director" means the City of Fort Lauderdale City Manager or his or her designee.
  - g. "Event" means Lauderdale Air Show on Fort Lauderdale Beach.
  - h. "Event Impact Areas" mean the areas outside the Event Site that are impacted by the Event and because of the impact to these areas, mitigating services are provided at the sole cost of the Applicant including, without limitation, police services, emergency medical services, traffic control, crowd control and trash removal. The Event Impact Areas shall be determined mutually by the City and the Applicant and may change over time as the attendance at the Event or the use of mass transit changes. In the event of a disagreement between the Applicant and the City regarding the Event Impact Areas, the City Manager's decision shall be final as to the determined Event Impact Areas
  - i. "Event Period" means the hours between 12:01 a.m. on the Wednesday preceding the

Event, and 24 hours following the conclusion of the Event.

- j. "Event Site" means collectively the area on the barrier island used to hold the Event, as more specifically described in Exhibit "A." and is inclusive of the event impact area.
- k. "Maintenance of Traffic Plan" shall have the meaning given to such term in Section 7 of this Agreement.
- l. "Public Safety Plan" shall have the same meaning given to such term in Section 7 of this Agreement.
- m. "Repair" shall mean any work (including all third party labor, supplies, materials, and equipment) reasonably necessary to repair, restore, or replace any equipment, building, structure, or any other component of the Event Site or Event Impact Areas, if such work is necessitated by damage or destruction caused by the negligence or the intentional acts of the Applicant and/or their agents, employees, contractors, or subcontractors.
- n. "Site Plan" shall have the same meaning given to such term in Section 6 of this Agreement.
- o. "Term" shall refer to the five (5) years of this agreement.

3. USE OF CITY FACILITIES:

- a. *Event Site.* Applicant shall be entitled to use the Event Site and the City's water adjacent thereto, as determined by the City Manager or designee in conjunction with Applicant, in order to conduct its Event. The actual extent of the area to be used shall be sufficient to accommodate the Event activities and shall be limited by the Maintenance of Traffic ("MOT") Plan and approval by City of all street closures, including those streets and transportation corridors that are defined as part of the Event Site. The right to use the Event Site does not imply that the Applicant is automatically allowed to close the streets and transportation corridors that are defined as part of the Event Site. Applicant agrees to list the City of Fort Lauderdale as a co-sponsor of the Event and make best efforts to include the City's logo on all promotional materials and advertising for the Event. Upon the City's request, Applicant agrees that the City Manager or his designee shall have approval over all promotional materials and advertising for the Event.
- b. *Airport.* In consideration of the City's grant of this Agreement and as part of the promotional value associated with the Event, Applicant agrees that, from two days prior to the Event through the end of the Event (i.e., Thursday through Sunday), it shall:
  - i. base all civilian aeronautical performers for the Event at the Airport;

- ii. host at least one media availability session at the Airport with the performers based at the Airport;
- iii. host an evening social event at the Airport with the performers based at the Airport; and
- iv. to the extent possible, base all non-civilian aeronautical performers at the Airport.

4. **EVENT DATE:** The City authorizes applicant to hold the 2019 Air Show on Saturday, May 4, 2019 and Sunday, May 5, 2019. The Air Show shall take place annually between April 1<sup>st</sup> and July 1<sup>st</sup> over a two-day period beginning on a Saturday and ending on a Sunday. In the event the Applicant desires to conduct promotional or ancillary events on any of the days preceding the Event, Applicant must have prior written permission from the City Manager or designee not less than ninety (90) days prior to the date of the event. Applicant shall be responsible for any additional costs associated with practice days, promotional and ancillary events that may take place within the City limits on any of the days preceding the Event including, without limitation, crowd control, traffic management, fire, ocean rescue, emergency medical services and police services.

- a. The City and the Applicant shall agree upon the specific date for each Air Show Event during the term of the Agreement, by December 1<sup>st</sup> of the year preceding the next Event. The Applicant shall submit a written request for the approval of event dates to the City Manager no later than November 1<sup>st</sup> of the year preceding the next event.
- b. Applicant may utilize the Thursday and Friday immediately preceding the Event as practice days for performers and equipment utilized or performed during the Event. No concessions or hospitality tents shall be operating or open during the practice days.

5. **TERM:** The term of this Agreement shall commence on December 18, 2018 and shall expire five (5) years from that date. It is the intent of the parties to make a good faith effort to enter into a long-term relationship taking into account the investment and relationship of the parties. In the event Applicant fails to put on the Event during the term of this Agreement, the City reserves the right to terminate said Agreement as provided herein.

6. **SITE PLAN:** Applicant shall provide to the City a Site Plan not less than ninety (90) days prior to the date of the Event outlining the following:

- a. For the Event Site, and sites having directional signage or traffic control equipment a final detailed Site Plan for the Event detailing the location of any tents, sanitary facilities, parking, stages, booths, concessions, etc. and the times when such will be constructed, operated and dismantled. Emergency lanes are required by the City's Public Safety Departments and shall be included in the Site Plan. Such Site Plan shall be subject to the review and approval by the appropriate City departments. Any additional changes made to the Site Plan by the Applicant, after reviewed and approved by the appropriate City departments, must be approved by the City, which such approval will not be unreasonably withheld. A final inspection will be

conducted by the City immediately prior to the Event to ensure that the location of all tents, booths, sanitary facilities, stages, etc. are in accordance with the City approved Site Plan and code regulations. The Site Plan shall be incorporated into this Agreement and marked as Exhibit "A."

- b. A description of all activities and events to occur in the Event Site during the Event.
- c. Copies of all appropriate permits and licenses required by the City's building services and fire department. These permits include, but are not limited to, permits necessary for tents, merchandise, food and beverage vendors and electrical connections.
- d. Within thirty (30) days of Applicant providing City with the Site Plan, City shall provide Applicant an anticipated budget of services that City will provide for the Event. This budget shall include an itemized line-by-line cost detail for all reimbursable services excluding any specific details relating to public safety plans and detail locations. The budget for the 2019 Event is attached as Exhibit "B." An updated budget for each year thereafter shall be submitted under the same terms as described herein. These services shall include, without limitation, crowd control, traffic management, fire, ocean rescue, emergency medical services, trash removal, parking fees and police services. City agrees to work with Applicant to mitigate these costs wherever possible and recognizes that doing so is critical to making it financially viable to hold the Event.

7. **PUBLIC SAFETY PLAN FOR THE EVENT:** Because of the physical size of the Event and the number of people that attend the Event, the City shall arrange for all necessary personnel to provide public safety at the Event Site and Event Impact Areas as determined by the City. The services shall include, without limitation, crowd control, traffic management, fire, ocean rescue, emergency medical services and police services. City agrees to develop and provide an anticipated budget each year during the term of this agreement and any extensions, within thirty (30) days of the Applicant providing the City with a proposed Site Plan. Applicant is aware such budgets are preliminary and subject to change by the City. Applicant is required to provide signage, barricades and cones to facilitate public safety and will provide set up and removal at no cost to the City.

- a. The City shall review the Public Safety Plan for the Event, incorporated in this Agreement and marked as Exhibit "C," annually with Applicant and shall adjust the Plan to the extent possible as requested by the Applicant. Within sixty (60) days of the conclusion of each Event during the term of this Agreement and any extensions, the Applicant and the City will meet to discuss any major modifications or expansions of the Event Site for the following year Event. Suggested modifications or expansions by each party shall be subject to the approval of the other party.
- b. The City shall determine the number of personnel necessary to effectively and efficiently carry out the Public Safety Plan. In the event of a disagreement between the Applicant and the City regarding public safety, the Police Chief and Fire Chief's decisions shall be final as to the appropriate level of public safety required for the

Event.

- c. In addition to the Applicant's Public Safety Plan, the City's Police and Fire Departments will author separate comprehensive Incident Action/Operational Plans specific to their duties. Such plans will take into consideration several factors, to include nationally accepted event planning and management guidelines utilizing the National Incident Management System (NIMS) and the Incident Command System (ICS). These plans will be fluid up until the conclusion of the event and may change based on real time intelligence, threat information, and other such inputs. Local representatives and agents from the Federal Bureau of Investigation (FBI) Special Events Unit, the Department of Homeland Security (DHS), Navy Criminal Investigative Service (NCIS), and other public safety partners will assist in determining the level and magnitude rating of this event, advise of any potential national security considerations, and provide intelligence gathering and event threat assessment assistance. Due to the sensitive security and safety implications of such plans, they will be kept confidential, accessible to City officials and Police/Fire personnel only and shall not be available for public or media distribution.
- d. The cost for additional services or expansion of service requested by Applicant shall be an additional expense to Applicant. Expansion of services means enhancements of activities, any changes in the type of activities or changes in parameters of Event, including physical location and boundaries that result in an increase in the City's cost to provide services.
- e. Not less than one hundred and twenty (120) days prior to the date of the Event, Applicant shall provide the City a Maintenance of Traffic Plan ("MOT Plan") incorporated into this Agreement and marked as Exhibit "D," containing a construction and traffic flow schedule detailing the opening and closing times for all streets, lanes and/or traffic corridors and outlining the use of any and all message signs and static signs for the City's review and approval. No additional street, lane, or traffic corridor closures will be permitted unless included in the MOT Plan and approved by the City Manager or his designee. Applicant agrees to provide City with emergency access to all areas included in the Event Site to ensure the safety and welfare of the community.
- f. Should Applicant request non-critical public safety services such as police escort services, and if such services are beyond the City's ability to provide, Applicant may make such arrangements and coordinate these services with the City.
- g. In the event that the Department of Homeland Security (DHS) issues an "Imminent Threat Alert", the Police Department will be responsible for assessing the need to provide additional security or if deemed necessary cancel the Event at no cost to the City.

In the event of an emergency or disaster during the Event, at the Event Site or as a direct result from the Event activities, that requires public safety resources beyond the original Public Safety Plan, Mutual Aid will be implemented and subsequent costs will be settled as provided by the Mutual Aid Agreement. Applicant shall reimburse the City's costs to respond to the emergency disaster.

- h. Applicant acknowledges that traffic control plans shall accommodate the ingress and egress to residences throughout the Event period.

8. **COSTS FOR CITY SERVICES:**

- a. As provided for in Section 7 above, the City shall plan and provide for public safety. Applicant agrees to reimburse City for all incremental hard cost expenses incurred by the City inside the Event Site and Event Impact Area including, but, without limitation, public safety, maintenance, cleanup, breakdown and removal, storage and repair or replacement of property, and staff time incurred associated with Event during the Event Period. Incremental hard cost expenses are defined as follows:
  - i. Hourly paid labor costs and benefits for supplemental positions exceeding standard City staffing levels and/or outside standard working hours during the Event Period.
  - ii. Supplies or materials consumed or purchased solely for the Event and used or consumed during the Event Period.
  - iii. Equipment rented for use sole for the Event and utilized only during the Event Period.

Hard costs do not include standard maintenance, administrative or any other indirect costs where the City does not have to expend additional hard dollars during the Event Period and in direct sole support of the Event.

- b. Applicant agrees and understands that the off duty rate for police personnel for all special events is calculated at a three (3) hour minimum rate. There is a 24 hour cancellation requirement to avoid the three (3) hour minimum payment per officer. All payments will be paid within two (2) weeks of the payroll being submitted. Applicant agrees that positions for all security and supplemental police details for the Event should first be offered to City personnel at the detail rate. If an insufficient number of personnel are available at the detail rate, Applicant shall have the option to utilize outside Florida sworn agencies to fill the deficiency prior to the City mandating personnel to work at the overtime rate, with the request made through and coordinated by the City Police and/or Fire Rescue Departments. The Fort Lauderdale Police Department and Fire Department shall retain the command and control of their respective event operation areas at all times and any mutual aid or assisting agency personnel shall follow such command procedures. The vendor agrees to pay police extra duty staff directly or, if at any time the City changes it policy regarding the

payment of City staff acting in extra duty capacity, the vendor shall work with the designated contracted payment company and/or the City directly to submit the amount of funds required to facilitate such payment. This will not negate any agreements or obligations the vendor has to submit escrow funds to the City prior to the event. Applicant further agrees to be responsible for any capital improvements that the City must make to accommodate Applicant's request for any building, electrical, plumbing, fire, municipal or county code requirements. Applicant shall also be responsible for any replacement and restoration costs as set forth in Section 16, Maintenance of and Payment for Damage to Property.

- c. Applicant agrees to secure a bond in an amount equal to one hundred and ten percent (110%) of the estimated cost of reimbursement for City services, to cover all costs and expenses associated with hosting the Event, including without limitation, public safety, maintenance cleanup, utility connections, breakdown and removal, storage and repair or replacement of property. City reserves the right to approve the bonding company and institution issuing the bond and the instrument shall be kept in full force and effect for the period of the Agreement. No later than thirty (30) days prior to the date of permission from City to first use the Event Site, Applicant shall provide the City with a valid payment bond in the amount specified above. The bond shall be written by a corporate surety company holding a Certificate of Authority from the Secretary of Treasury of the United States, executed and issued by a resident agent licensed by and having an office in the State of Florida, representing such corporate surety, providing that if Applicant fails to duly pay for any labor, materials or other supplies used by Applicant, the surety will pay the same in the amount not exceeding the sum provided in the surety bond. Applicant shall also have the option to escrow the funds in the amount equal to one hundred and ten percent (110%) of the cost of reimbursement for City services less any funds being provided by the Beach Improvement District (herein after referred to as "BID") ("Obligated Amount") in which case a bond would not be required by the City. The Obligated Amount shall be placed into the City of Fort Lauderdale Escrow Account to be held in escrow under the terms and conditions herein after set forth ("Escrow Deposit")
- d. In the event the Applicant elects to deposit the Obligated Amount with the City of Fort Lauderdale Treasurer, who shall be the Escrow Agent, the Escrow Agent shall promptly deposit, retain and disburse the Escrow Deposit in accordance with the terms hereof or as may be directed in writing by both the Applicant and City Manager on behalf of the City or as may be directed by a court of competent jurisdiction.
- e. If the Escrow Agent is in doubt as to his or her duties, the Escrow Agent shall retain the Escrow Deposit until Applicant and City, through its City Manager, collectively agree in writing to the disposition of the funds or until a court of competent jurisdiction has adjudicated the rights of Applicant and the City.
- f. Any suit between Applicant and City where Escrow Agent is made a party because of acting as Escrow Agent, or in any suit where Escrow Agent interpleads the Escrow Deposit, Escrow Agent shall recover reasonable attorney's fees and costs from the



Escrow Deposit, as between Applicant and City, and such fees and costs shall be charged and assessed against the non-prevailing party.

- g. The parties agree that the Escrow Agent shall not be liable to any party or person for misdelivery of the Escrow Deposit or any portion thereof to Applicant or City, unless misdelivery is due to willful breach of the terms hereof or gross negligence on the part of Escrow Agent.
- h. City recognizes that Applicant may rely on the support funding provided in 2019 by the Business Improvement District (herein after "BID") to cover the cost for city services.
- i. Applicant shall be responsible for clean-up of the area used for operation and private hospitality. Should Applicant fail to clean this area, Applicant shall be responsible for City's cost to clean the area, based on City's cost to provide labor necessary to clean the area. Applicant further agrees to be responsible for any capital improvements that the City must make to accommodate Applicant's request for any building, electrical, plumbing, fire, municipal, or county code requirements.
- j. The escrow deposit will be held until all effected departments have submitted their final invoice for the reimbursement of services. Once the final invoices have been received, the Applicant will be notified for approval. Once approved, the release of escrowed funds earmarked for police services will be wired back to the applicant's bank account. The Applicant shall release checks to police personnel for payment of off-duty details at the Event within three (3) business days of receiving the escrowed funds and the balance of BID funds into Applicant's bank account.
- k. The Applicant shall be subject to the City of Fort Lauderdale's Outdoor Event fees and fee structure pursuant to the City of Fort Lauderdale Code of Ordinances, as may be amended from time to time.

9. **REIMBURSEMENT OF EXPENSES:**

- a. Applicant shall pay the City for all costs and expenses incurred by City for which Applicant is responsible hereunder, within fourteen (14) days of receipt of any invoice from City. If total amount is not paid within fourteen (14) days, interest charges at the maximum allowable under Florida Statute
- b. Should Applicant disagree with the invoice provided by the City, it shall state its reason(s) in writing within fourteen (14) days of receiving invoice from the City and may request the City Manager to review the charges and render a decision. If Applicant does not agree with the City Manager's decision, Applicant may make a petition to the City Commission. The City Commission's decision regarding the invoice(s) shall be final.

10. NON-PUBLIC SAFETY SERVICES:

City shall provide, as necessary, oversight, coordination and direction, but not supervision, of Applicant's employees or contractors related to Event transportation, set-up, storage, maintenance, repair and replacement of property, cleanup, and breakdown of Event Site and Event Impact Area including removal of barricades and safety cones.

11. PROMOTION AND MARKETING

City understands that the Event presents a significant opportunity to promote the Airport, its services, and its facilities to the public and the industry, and to raise airport revenue in connection with the Event Accordingly, Applicant agrees to provide the City the following promotional and marketing benefits for the Airport, renewable each year for each individual Event:

- a. In all advertising and printed promotional materials designed and produced or caused to be produced by Applicant after the execution of this Agreement, the phrase "Flown from Fort Lauderdale Executive Airport" or "Flown from FXE" shall be prominently included.
- b. The official Event logo will include the Airport's logo or reference to the Airport.
- c. The Airport shall have the designation "Official Airport" of the Event.
- d. Applicant shall host a "Fly In" page on the Event website, promoting the Airport and specifically providing information for private aircraft owners and operators regarding:
  - i. The sale of fuel at the Airport.
  - ii. Other aeronautical services available from fixed-base operators at the Airport.
  - iii. The social event hosted by Applicant pursuant to this Agreement.
- e. Use the official Event marks in any City-initiated marketing or promotion of the Event.
- f. The following online and social media deliverables:
  - i. The Airport's logo/link on bottom bar of all of Applicant's/Event's web pages.
  - ii. The Airport's logo in all of Applicant's e-mail newsletters
  - iii. The Airport's logo on all online Event tickets
- g. During the Event, a custom-sized island exhibit space of up to 1,000 square feet with prime placement near the intersection of Sunrise Blvd and State Road A1A for the purpose of marketing the Airport's facilities and services.
- h. In the Official Event Program Guide:

- i. A full-page advertisement on an inside cover position, prominently displaying the Airport's logo and marketing the Airport's facilities and services.
  - ii. The Airport's logo on the front cover.
  - iii. The Airport's logo on the sponsor recognition page.
- i. On-site promotional assets:
  - i. Placement of up to twelve (12) City-provided 4' x 8' banners on the fences in and around show center
  - ii. Twelve (12) custom narration spots per day on the public address system
  - iii. The Airport's logo on all directional ID signs
- j. Event hospitality assets:
  - i. Corporate Chalet for 50 guests per day
  - ii. Food & beverage for 50 guests per day in the Corporate Chalet
  - iii. Prime placement of chalet near the Air Show VIP Chalet
  - iv. 30 one-day VIP parking passes (15 each day)
  - v. 200 one-day custom Sponsor branded admission tickets (100 each day)

Applicant shall send all advertising and promotional materials listed in this Section 11 that include the Airport's logo, references to the Airport, or "FXE," to the Airport Manager for approval at least thirty (30) days prior to publication. The Airport Manager shall have the authority to revise any and all advertising and promotional materials that include the Airport's logo or references to the Airport or "FXE." Applicant shall not publish any advertising or promotional materials that reference the Airport or contains the Airport's logo unless it has been approved in writing by the Airport Manager.

In exchange for these promotional and marketing benefits, and those on-Airport promotional aspects of the Event contemplated in Section 3.b., the City agrees to pay Applicant the total sum of two hundred thousand dollars (\$200,000) annually. That sum is payable as follows: each year during the term of this Agreement, the City shall pay to Applicant one hundred thousand dollars (\$100,000) no later than one hundred and twenty (120) days before the Event, and another one hundred thousand dollars (\$100,000) no later than thirty (30) days before the Event.

12. MAINTENANCE OF EVENT SITE AND EVENT IMPACT AREAS:

- a. Applicant shall be responsible for and shall provide sufficient temporary public sanitary facilities and daily service of the facilities at all times during Event period within the Event Site and Event Impact Areas. The cost of such temporary public sanitary facilities shall be an expense to Applicant.
- b. City shall be responsible for the removal of trash and debris during the Event that accumulates on any portion of Event Site or in the designated Event Impact Areas, with the exception of those areas outlined below. All trash shall be collected and

removed within twenty-four (24) hours of the end of the Event. The requirement to remove trash and debris includes street sweeping. Applicant will cover and reimburse City for all costs associated with trash and debris removal within the Event Site and Event Impact Areas.

- c. Applicant is responsible for the cleanup of the area used for operations and private hospitality. Should Applicant fail to clean this area, Applicant shall be responsible for City's cost to clean the area, based on the City's cost to provide the labor necessary to clean the area.

13. PARKING AND TRANSIT SERVICES: Applicant shall be responsible to arrange and coordinate the transit services from these facilities to the Event Site. All proposed shuttle routes and bus stops shall be approved by the City Manager or his designee as part of the MOT Plan. City agrees to invoice Applicant at the approved special event parking rate of \$10 dollars on a non-event day and \$20 on the days of the 2019 Event, to use A1A north of Sunrise Blvd during the Event Period and any other public metered parking spaces that are removed from public use as requested by the Applicant and approved by the City. Parking rates are subject to amendments from time to time as determined by the City Manager or his/her designee. All parking requests must be in writing at least thirty (30) days in advance of the Event. An estimate of parking charges will be provided to Applicant no more than seven (7) days after receiving written requests. Applicant understands that the approved special event parking rate is a daily rate and may not be prorated. Requests to change an issued City parking invoice must be made in writing prior to the end of the Event.

14. STREET CLOSINGS: City reserves the right to approve all street closings, including those streets and transportation corridors that are defined as part of the Event Site, in association with the Event and any requests for street closings should be included with the MOT Plan that is submitted by the Applicant to City. Applicant agrees to coordinate and make the appropriate arrangements with any merchants or residents affected by any street closures to ensure they are provided sufficient and reasonable access to their businesses and residences.

15. CONSTRUCTION OF FACILITIES, STRUCTURES, CANOPIES, TENTS AND CONCESSION STANDS:

- a. All such structures, facilities, concession stands and canopies may be erected beginning at 12:01 A.M. on the Wednesday preceding the Event and must be removed within 48 hours following the conclusion of the Event. Any setup or tear down of such structure at the Event Site shall be in accordance with the terms contained in the City's Noise Ordinance. Except where such structures, facilities, concession stands, canopies and tents are permitted by this Agreement, the same shall not otherwise interfere with normal operations of the area where the Event is located.
- b. Applicant shall be allowed to construct and maintain in the Event Site, such facilities and structures that are necessary for the Event including, but not limited to fences, barriers, grandstands, and signs as approved by the City, and at such location as approved by the City.

- i. As approved by the City, Applicant shall be permitted the exclusive right to erect canopies, tents, stages, and concessions stands to sell additional merchandise for the Event at City approved locations in accordance with the approved Site Plan. The City, through its departments, agrees to utilize best efforts to assist Applicant and its Event merchandiser in the enforcement of the rights provided in this paragraph. It is understood that the cost of such assistance will be the responsibility of Applicant or its Event merchandiser. If any portion of any City owned parking is utilized by Applicant, the City Parking Department will invoice Applicant in accordance with Paragraph 13. Parking and Transit Services.
- ii. It is further agreed and specifically understood that permission to erect such canopies, tents and concession stands, as aforementioned, is conditioned upon Applicant complying with the following:
  1. Any alcoholic beverage sales must be contained in secured areas identified on the attached Exhibit "D." No alcohol beverage sales will be allowed on the sandy portion of the beach, unless otherwise approved by the City Commission.
  2. Within 72 hours of City's request, the Applicant shall file with the Director an application containing a detailed proposal specifying the locations, hours, dates, and types of concessions that will operate during the Event.
  3. Within 72 hours of the City's request, Applicant shall provide City with copies of contracts and/or agreements with the individuals, corporations, partnerships or other entities that are or will be operating such tents, canopies and concessions provided that said documents are public records under Chapter 119, Florida Statutes.
  4. Applicant shall obtain and file with their application a certificate that such canopies, tents and/or concessions to be used during the period of time encompassed by this Agreement are of fireproof material and will not constitute a fire hazard.
- iii. All construction, installations and services, including electrical hook-ups, shall be made at Applicant's expense and approved in advance by the City Sustainable Development Department. If electricity is required, Applicant shall negotiate arrangements for such service with the City or a licensed contractor. This cost shall be an additional expense to the Applicant.
- iv. Unless having received prior specific written permission by the Director, no construction or installations shall involve the use of stakes or other material that break the surface or defaces any infrastructure such as asphalt, concrete, brick or any plant material.

- v. Applicant shall provide an operations tent to be utilized by the City of Fort Lauderdale during the Event days. This area will be situated along A1A north of Sunrise in the controlled VIP/Operations area alongside Hospitality Chalets with a direct view of the ocean. Applicant is not responsible for food beverages for this tent.
- vi. Applicant shall provide all day access passes to the necessary City staff required to work the Event. Applicant will agree to the list of passes that will be distributed for the Event fourteen (14) days prior to the Event.
- vii. City and Applicant recognize that it may be necessary to place equipment such as barricades and portable restrooms in the immediate area outside the Event Site to support ingress/egress or viewing of the Event by Event attendees. The cost of such equipment shall be the responsibility of the Applicant.

16. MAINTENANCE OF AND PAYMENT FOR DAMAGE TO PROPERTY:

- a. Applicant agrees to Repair all core drilling holes in the asphalt, concrete and all other paved and unpaved surfaces made to facilitate the erection of barriers, stages, fences, tents and other improvements to the Event Site and Event Impact Areas, according to City standards, as determined by the City Manager. Applicant shall be responsible for any damage to all plants, shrubs, trees other landscaped areas, paved surfaces, and to any and all structures located or situated upon any portion of the Event Site as a result of negligence or wrongful acts of Applicant or Applicant's agents, employees, contractors, subcontractors, invitees, licensees, attendees, or vendors. No more than two weeks prior to the event, City and Applicant shall inspect and document the condition of the Event Site and Event Impact Areas. It shall be the responsibility of the Applicant during the initial walk through inspection to point out to the City the areas of disrepair.
- b. No later than 5:00 pm on the Wednesday following the Event, the City shall commence inspection of the Event Site and Event Impact Area. If as a result of said inspection, damage is found to exist, City shall furnish Applicant with a written report of such damage by the close of business on the Friday following the Event. The report shall estimate the cost to remedy the damage. Unless Applicant arranges for such damage to be repaired by a third party, the Applicant shall pay this cost within fourteen (14) days after the Applicant receives the City's invoice of the actual cost of said damage.

17. SECURITY OF APPLICANT'S PROPERTY: All construction materials, equipment, goods, signs and any other personal property of Applicant or Applicant's agents, employees, contractors, subcontractors, invitees, licensees, attendees or vendors shall be protected solely by Applicant. Applicant acknowledges and agrees and assumes that City assumes no responsibility of Applicant.

18. APPLICANT'S CONTRACTORS: Applicant agrees to be solely responsible for all contracts or agreements of any nature including, without limitation, those for entertainment and vendors for the Event. All contracts for the event shall be negotiated by Applicant and secured at the sole expense of the Applicant. City shall not be named as a party in any contract for the Event and City shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with such Event.

19. SUBLEASES, ASSIGNMENTS, OR TRANSFERS: Applicant shall not assign, sublease, or transfer any of its obligations or right under this Agreement, in whole or in part, to any person, business or entity without the prior approval of the City Commission. Any such action by Applicant will result in immediate termination of this Agreement by City, and City shall keep any monies Applicant has already deposited.

20. DETAILS OF EVENT AND USE OF EVENT SITE: All sponsors of the Event, all goods and service to be promoted, and all items to be distributed, sold, or given away must have the prior approval of the Director or his or her designee which shall not be unreasonably withheld. Such approval may be withheld if, in the sole reasonable opinion of the Director or his or her designee, it is in the best interests of the City to do so. The distribution of information protected by the First Amendment to the United States Constitution shall not be subject to such prior approval and shall not be limited by the Applicant. All alcohol sales during the Event shall be governed in accordance with Chapter 5, Alcoholic Beverages, Article I, Sections 5-3, Consumption, possession in beach area and 5-4, Consumption, possession, on public streets, and all other applicable sections of the City of Fort Lauderdale Code of Ordinances, as may be amended

21. INSURANCE:

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Applicant, at the Applicant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Applicant. The Applicant shall provide the City a certificate of insurance evidencing such coverage. The Applicant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Applicant shall not be interpreted as limiting the Applicant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Applicant for assessing the extent or determining appropriate types and limits of coverage to protect the Applicant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Applicant under this Agreement.

The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Applicant. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

**Aircraft Liability**

Coverage must be afforded in an amount not less than \$5,000,000 per occurrence for any aircraft operations.

**Watercraft Liability**

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

**Liquor Liability**

Applicant shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Applicant shall provide written documentation to confirm that coverage already applies to this Agreement.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Applicant does not own vehicles, the Applicant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the



Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Applicant waives, and the Applicant shall ensure that the Applicant's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Applicant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Insurance Certificate Requirements**

- a. The Applicant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Applicant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Applicant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Applicant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Applicant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Applicant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Applicant's expense.

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

The Applicant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Applicant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Applicant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Applicant's insurance policies.

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

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

22. INDEMNIFICATION AND HOLD HARMLESS: Applicant agrees to indemnify, defend and hold harmless City, its officers, agents and/or employees, against any and all damages, claims, losses, liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) caused by, in connection with, arising out of, or results from the use of the Event Site or caused by, in connection with, arising out of, or resulting from any act by Applicant, its

partners, employees, officers and/or agents done in the performance of this Agreement. If called upon by City, Applicant shall defend not only itself, but also City in connection with any such claim at Applicant's expense, and at no expense whatsoever to City. Applicant further agrees to defend, indemnify, save and hold harmless the City and the City officers, agents, and employees from any claim, suit, loss, cost, or expense or any damages arising out of or relating to Applicant's failure to obtain all necessary performing rights and licenses for the event (BMI, ASCAP, etc.). City shall be liable for damages or injuries caused by the City's negligence as determined by a court of competent jurisdiction in the State of Florida. The foregoing sentence shall not serve as a waiver of the City's sovereign immunity or of any legal defense available to the City and shall be subject to the limitation contained in Section 768.28, Florida Statutes as amended or revised.

**23. LIMITATION OF LIABILITY**

- a. 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 One Thousand Dollars (\$1,000.00). 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 One Thousand Dollars (\$1,000.00).
- b. 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 One Thousand Dollars (\$1,000.00), 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.

**24. AUTHORITY OF CITY MANAGER OR DESIGNEE:** City Manager or his/her designee and Applicant shall coordinate use of Event Site. The City Manager or designee shall have authority to suspend all or any part of the activities of Applicant when, in the City Manager's opinion, such activities may be or are detrimental to the public or to the City, or if the City has reason to believe Applicant, its agents, subcontractors, independent contractors, or employees have violated any law, rule or ordinance. City reserves the right through the City Manager or designee to suspend or terminate the use of the Event Site if visitors become unruly, and to reject from Event Site any sponsor, presentation, material or item which is or may be, in sole opinion of the City Manager, hazardous, offensive, immoral or disparaging to the image of the City, or to any person, or group of persons. The decision of the City Manager or designee in such regard shall be final and binding. This shall not preclude the on-site public safety commanders from having the ability to immediately suspend any portion of the Event for what is deemed, in their opinion, a matter of public safety without having to wait for a decision from the City Manager or designee.

25. **TERMINATION:**

- a. It is expressly understood and agreed that the City may terminate this agreement at any time if the City decides to discontinue the Event or determines that it is necessary to protect the public's health, safety and welfare. City also may terminate this agreement upon the breach by the Applicant of its obligations under this Agreement. If Applicant fails to put on the Event in 2019 or any year during the term of this Agreement, the City reserves the right to terminate this Agreement. Notice of such termination shall be in writing as set forth in Section 31, Notice.
- b. Applicant may elect to terminate this Agreement and no longer conduct the Event. If the Applicant elects to terminate this Agreement, Applicant shall notify the City in writing of such election prior to December 1<sup>st</sup> of the year preceding the next Event or within fifteen (15) days of receiving the budget for reimbursable services outlined in Section 6 of this Agreement, whichever is later. Applicant shall be obligated to reimburse City for any out of pocket hard costs and expense incurred by the City up to the date of termination in connection with the fulfillment of the City's obligations under this Agreement.

26. **BREACH:** A material breach of this Agreement by Applicant shall be grounds for the City Manager or Designee to terminate this Agreement. Before such termination, City shall give Applicant thirty (30) days written notice and an opportunity to cure the breach within such period.

27. **FORCE MAJEURE:** In the event the Event Site shall, at any time during the term of this Agreement, be destroyed or rendered unusable by storm or threat of a named storm within five hundred (500) miles of the Event Site, act of terrorism, war, act of God or other disaster or epidemic (collectively or separately, "Force Majeure Event"), then either party may terminate this Agreement. In such event, each party shall be responsible for their own costs and expenses incurred prior to such termination except if the Force Majeure event occurs during the Event Period, whereas Applicant will reimburse City for all actual costs incurred related to the Event, as otherwise provided hereunder.

28. **GOVERNING LAW:** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors, and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objection to said jurisdiction.

29. **AMENDMENT:** No modification, amendment, or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document executed by both parties, with the same formality as this Agreement.

30. **EXTENT OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between City and Applicant and supersedes all prior negotiations, representations, or agreements, either written or oral.

31. **NOTICE:** Whenever any party desires to give notice to any other party, it must be given by written notice sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice.

**CITY:**

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to:

City of Fort Lauderdale  
City Attorney's Office  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

**APPLICANT:**

Lauderdale Air Show, LLC  
PO Box 360857  
Melbourne, FL 32936  
Attn: Bryan Lilley

32. **WAIVER:** Failure of City to insist upon strict performance of Applicant's duties shall not be construed as a waiver or relinquishment of any covenant contained herein.

33. **MISCELLANEOUS PROVISIONS:**

- a. For each Event, Applicant agrees to exercise a good faith and reasonable effort to work with the City Police Department and representatives of the relevant neighborhood associations to implement a plan permitting homeowners ingress and egress to their residences during the course of the Event.
- b. Applicant agrees that viewing of the Event outside the Event Site described in Exhibit "A" shall be free to the public.
- c. Applicant agrees to secure and pay for all licenses and/or permits required by any governmental agency having jurisdiction over the Event Site, including obtaining an incidental take permit or other similar permit issued by the appropriate governmental agency for the protection of the sea turtles, if such permit or permission is required.

Additionally, if Applicant intends to use any item which is or may be protected from infringement, such as but without limitation, copyrights, patents and trademarks, Applicant is required to secure all applicable licenses, permits and/or permissions to do so. If requested by City, Applicant shall provide to City fifteen (15) days in advance of the first date of property use, evidence showing that the applicable licenses, permits and or permissions have been secured. If Applicant fails to submit licenses or reports as required to City upon request, Applicant shall be responsible for payment to City for all license fees incurred by City in connection with the Event.

- d. This Agreement shall be subordinate to the provision of any existing or future agreements between the City and the United States of America relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City of federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the City has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.
- e. Applicant agrees to comply with the Required Federal Contract Provisions as attached as Exhibit E.

34. PUBLIC RECORDS

**IF APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, ADDRESS: CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

APPLICANT shall:

- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of this contract if Applicant does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Applicant or keep and maintain public records required by the City to perform the service. If Applicant transfers all public records to City upon completion of this Contract, Applicant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Applicant keeps and maintains public records upon completion of this Contract, Applicant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.


35. SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

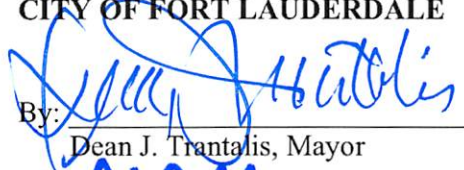
[THIS SPACE INTENTIONALLY LEFT BLANK]

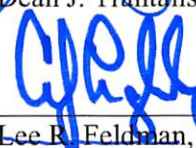
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

  
\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk


**CITY OF FORT LAUDERDALE**

  
By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

  
By: \_\_\_\_\_  
Lee R. Feldman, City Manager

CHRISTOPHER J. LAGERBLOOM

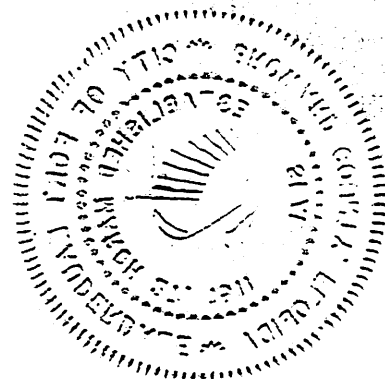
Approved as to form:  
Alain E. Boileau, City Attorney

  
By: \_\_\_\_\_  
Assistant City Attorney



*[Faint handwritten text and a circular stamp, possibly a signature or official seal.]*

*[Faint, illegible text, possibly a date or reference number.]*



WITNESSES:

Print Name: Kyle J. Smith

Print Name: DAVID BEAN

LAUDERDALE AIR SHOW, LLC  
a Florida limited liability company.

By: Bryan S. Lilley  
BRYAN S. LILLEY  
Managing Member

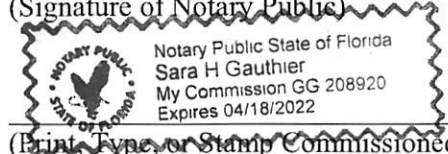
(SEAL)

STATE OF FLORIDA:  
COUNTY OF Brevard:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2018, by BRYAN S. LILLEY as Managing Member of LAUDERDALE AIR SHOW, LLC, a Florida limited liability company who is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(SEAL)

Sara H Gauthier  
Notary Public, State of Florida  
(Signature of Notary Public)



(Print, Type, or Stamp Commissioned

Name of Notary Public)

Commission Number: 208920

My commission expires: 4/18/2022

## **EXHIBIT E**

### **REQUIRED FEDERAL PROVISIONS**

A. During the performance of this Agreement, Applicant, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Applicant") agrees as follows:

1. **Compliance with Regulations:** Applicant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Applicant, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. Applicant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Applicant for work to be performed under this Agreement, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Applicant of Applicant's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Applicant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Applicant is in the exclusive possession of another who fails or refuses to furnish the information, Applicant will so certify to Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Applicant's noncompliance with the Non-discrimination provisions of this contract, Sponsor will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Applicant will include the provisions of paragraphs one through six of this Exhibit A, Section (A) in every contract,

including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Applicant will take action with respect to any contract or procurement as Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Applicant becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Applicant may request Sponsor to enter into any litigation to protect the interests of Sponsor. In addition, Applicant may request the United States to enter into the litigation to protect the interests of the United States.

B. Applicant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Applicant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Applicant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Applicant will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. During the performance of this Agreement, Applicant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- iii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iv. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons

displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- v. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- viii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- ix. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- x. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- xi. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xiii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. Applicant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Applicant transfers its obligation to another, the transferee is obligated in the same manner as Applicant. This provision obligates Applicant for the period during which the property is owned, used or possessed by Applicant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. In the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Applicant agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which Applicant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

## Schedule 1

**Applicant:** Lauderdale Air Show, LLC

**Event Name:** Fort Lauderdale Air Show

**Date/Time:** Saturday, May 4, 2019 (9:00am – 6:00pm) & Sunday, May 5, 2019 (9:00am - 6:00am)

**Location:** State Road A1A and adjoining beach from Sunrise Blvd to NE 19<sup>th</sup> Street

**Road Closing:** Yes – A1A North Bound btwn Sunrise and 15<sup>th</sup> Court

**Alcohol:** Yes

**Amplified Music:** Yes – Friday, May 3, 2019 (11:00am – 3:00pm), Saturday, May 4, 2019 (9:00am – 4:00pm), Sunday, May 5, 2019 (9:00am – 4:00pm)

**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

1/4/19

Today's Date: 12/28/2018

DOCUMENT TITLE: LAUDERDALE AIR SHOW, LLC – LAUDERDALE AIR SHOW ON FORT LAUDERDALE BEACH AGREEMENT

COMM. MTG. DATE: 12/18/2018 CAM #: 18-1320 ITEM #: CM-4 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: B. Smith/6075 # of originals routed: 1 Date to CAO: 12/21/18

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: 12/28/18

Kimberly Mosley  
Attorney's Name

KCM/JL  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: K. Arthurs/CMO/X5013 Date: 12/28/18

4) City Manager's Office: CMO LOG #: JAN-8 Document received from: 12/28/18

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☒  
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM  
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

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

Forward 1 originals to ☒ Mayor ☒ CCO Date: 1/2/2019

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

6) City Clerk's Office: Retains 1 original(s) and forwards 1 copy to: Barbara Smith/CMO/6075

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

Original Route form to CAO/J. Larregui

Rev. 12/22/16