



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#21-1028

11-2-21
M-4
REVISED CAM
AND
EXHIBITS 2+2B

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: November 2, 2021

TITLE: **REVISED M-4** - Motion Approving an Event Agreement and Request for
Music Exemption and Related Road Closures for Friendsgiving Weekend
Get Together - **(Commission District 4)**

Recommendation

Staff recommends the City Commission approve an event agreement and request for extended hours for music and Road Closures with American Social, Inc., in substantially the form attached, and authorize execution of the agreement by the City Manager.

Background

City staff has been working closely with the event organizer regarding event topics, such as logistics, maintenance, and security as detailed below. The Police Department recommends approval of the closing of the City streets where appropriate, and event parking has been satisfactorily arranged. When applicable, amplified music was discussed, and the event organizer was advised of the noise ordinance and possible concerns.

The organizer will pay for all event costs and submit the required certificates of insurance. The event organizer will also secure all other necessary permits and licenses that are required from other agencies. Civic and merchant associations have been notified, as appropriate, regarding events in their areas. Specific event details are included in each event application as attached.

Where applicable, the City Commission authorizes amplified music for the events listed below.

Authorization for the execution of the event agreements is contingent upon the City Attorney's Office receiving and approving a validly executed agreement.

Event 1: Friendsgiving Weekend Get Together

Applicant: American Social, Inc.

Date/Time: Friday, November 26, 2021 (6:00pm – 12:00am)
Saturday, November 27, 2021 (12:00pm – 12:00am)
Sunday, November 28, 2021 (12:00pm – 10:00pm)

Location: American Social
(721 Las Olas Blvd, Fort Lauderdale, FL 33301)

Set Up Date/Time: Friday, November 26, 2021 (8:00am – 6:00pm)

Breakdown Date/Time: Sunday, November 28, 2021 (10:00pm – 2:00am)

Road Closing: Yes – Full Road Closure
SE 8th Street **Avenue** from Las Olas Blvd to Alleyway.
Friday, November 26, 2021 (8:00am) until Sunday, November 28, 2021 (12:00am)

Alcohol: Yes

Amplified Music: **Yes**
Friday, November 26, 2021 (6:00pm – 12:00am)
Saturday, November 27, 2021 (12:00pm – 12:00am)
Sunday, November 28, 2021 (12:00pm – 10:00pm)

Special Permission: Amplified Music/Extended Road Closure – Yes
**Music until 12:00am on Friday, November 26, 2021
**Music until 12:00am on Saturday, November 27, 2021
**Music until 10:00pm on Sunday, November 28, 2021

Insurance Required: Yes

Banners: No

Pending Code Violations: No

Application Fee: \$200 Reschedule from 2020 due to COVID

***The event organizer has requested a special exemption to allow music for this event after the ordinance on the following days...**

****Music until 12:00am on Friday, November 26, 2021**

****Music until 12:00am on Saturday, November 27, 2021**

****Music until 10:00pm on Sunday, November 28, 2021**

Resource Impact

There is no fiscal impact related to this agreement. Revenue related to these agreements were collected in FY20, however the events were postponed due to COVID19.

Strategic Connections

This item is a 2021 Top Commission Priority, advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Public Places Focus Area
- Goal 3: Building a healthy and engaging community
- Objective: Offer a diverse range of recreational and educational programming

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Here*.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

Attachments

Exhibit 1 – Commission Memo 19-076

Exhibit 2 – Friendsgiving Weekend Get Together Application

Exhibit 2a – Friendsgiving Weekend Get Together Site Plan

Exhibit 2b – Friendsgiving Weekend Get Together Agreement

Exhibit 3 – November 2021 Special Events Calendar

Prepared by: Brittany Henry, Special Events Coordinator, Parks and Recreation Department

Department Director: Phil Thornburg, Parks and Recreation Department



CITY OF FORT LAUDERDALE
SPECIAL EVENT APPLICATION

REC-SE-19120005

Date Application Received: 12/30/2019
Total Application Fee Paid: 200.00
Staff Initials: <u>RBH</u>

Submit a **COMPLETED APPLICATION**, SITE PLAN, and SITE PLAN NARRATIVE either via e-mail by using the City of Fort Lauderdale Lauderdale website. Please make sure all sections are completed and all pages are initialed by the applicant. Incomplete applications will not be accepted and will be returned to the applicant. After your application and fee is submitted, you will be contacted to meet with the Special Events team to review:

1. Facility / Location Requested
2. Compliance with City Ordinances
3. Special permit required
4. Other Charges for City services
5. Security Requirements
6. Environmental issues / effects on surrounding areas

\$200 (non-refundable) Fee must accompany completed application

Late applications must be **approved by City Manager or designee and pay \$1,000 fee**

\$500/day security deposit required for events held on public property or public right-of-way in the Riverwalk District

Applications Due:
Minor Event: Minimum of 60 days prior to event
Intermediate Event: Minimum of 120 days prior to event

PART I: EVENT REQUEST

Event Name: ~~St. Paddy's Block Party~~ **Friendsgiving Weekend Get Together**

Purpose of Event: Fundraiser Awareness Recreation Other Description: Entertainment
YES

Type of Event

Expected Maximum Attendance: 600 Expected Sustained Attendance: 200
Has this event been held in the past? Yes
If Yes, List past dates, locations, and attendance: Sat 11-2-19 - 200 Sat 3-2-19 - 150

Detailed Description

AMSO Block Party to celebrate ~~St. Patrick's day~~ **Thanksgiving** on SE 8th ~~street~~ **Avenue**, just North of Las Olas Blvd. Street Closure requested between Las Olas Blvd and service road behind Las Olas businesses. Temporary bar set up and limited food and beverage service by our staff and kitchen.

Location: Requesting a permit to serve a limited food and beverage menu on SE 8th street, North of Las Olas Blvd, directly adjacent to the restaurant. **American Social (721 Las Olas Blvd)**

Is your event directly on the sand? **No**

PART II: APPLICANT

Organization Name American Social, **Inc.** Name of Authorized Signatory: ~~Danielle Williams~~

Address: 721 E Las Olas Ave, Fort Lauderdale FL 33301

E-Mail Address: Danielle@amsobar.com Phone: 3863835172

Federal ID:

Event Coordinator Name: American Social / Danielle Williams / **Ray Couture**

E-Mail Address: Danielle@amsobar.com Phone: 3863835172 (Danielle)
518-290-4696 (Ray)

Event Production Company Name: /

E-Mail Address: Phone:

PART III: EVENT INFORMATION

All City permits must be obtained through the City's Department of Sustainable Development (DSD) Building Services Division using the Building Permit Form. Apply and pay for the permits at least thirty (30) days before the event. Contact the DSD Building Services Division (954) 828-5191 with any questions.

Admission / Registration No If so, how much:

Alcohol for Sale Yes **Alcohol for Free** No

If Yes, how will the beverages be controlled and served? (Draft truck, bartender, beer tub, etc.)
Bartenders, Portable bar and beer tubs

*Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability insurance thirty (30) days before the event

Amusement Rides No

If yes, name and contact of company:

What types of rides are you planning?

*Florida Bureau of Fair Rides, Ron Jacobs (850) 921-1530 must be contacted thirty (30) days before the event to schedule inspections and final approval of all vendors and rides prior to use.

Electricity No

Company: Electric Company License #:

Name of Electrician: Phone:

Entertainment No

If yes, what type of entertainment will be there? Any notable performers?

Fencing or Barricades No

*Include proposed fences in your Site Plan and Narrative

Fireworks and Flame Effects No

Name and Contact Company conducting the show:

*A permit and Fire Watch is required for all pyrotechnics displays firemarshal@fortlauderdale.gov

Food Vendors No

* State Health Department Tara Palmer at (954) 397-9366 must be notified ten (10) days prior to event. All Food Vendors must be inspected by the Fire Rescue Department Capt. Bruce Strandhagan at (954) 828-5080 to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used as a fuel source, it must be secured on the outside of the booth. Inspections during non-working hours will cost \$75 per hour.

Music Yes

If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, etc.)

DJ Music

List the type of equipment you will use: DJ Equipment

Days and times music will be played:
Friday, November 26, 2020 6:00pm - 12:00am
Saturday, November 27, 2020 12:00pm - 12:00am
Sunday, November 28, 2020 12:00pm - 10:00pm

How close is the event to the nearest residence? 1/4 Mile

Soundproofing equipment? No

Parking Impact No If Yes: Lot Location(s):

Road Closings Yes If Yes, define closure: SE 8th ^{Ave} Street, just North of Las Olas Blvd up to the alleyway.

* There will be full access to the East and West

* There will be full access to parking lots

Bridge Closings If Yes, location, date(s), and time(s) Friday, November 26, 2021 (8:00am) until Sunday, November 28, 2021 (12:00am)

*Events that impact Andrews Ave. and 3rd Ave. must be approved by Broward County Highway Construction and Engineering Division. Call (954) 577-4571. Also, closing a bridge requires submitting the United States Coast Guard Issued Bridge Closure Approval Letter with the application to the Special Events Director for each agency affected BEFORE the Commission will vote on it.

Sanitation and Waste

Will the event encourage Recycling and Sustainability?

Sanitation Company: Contact: Phone:

All grounds must be cleaned up immediately after completion of event or you will be subject to fees. You are responsible for securing recycling facilities.

Security / Police Both Who is your Police contact for officers and security planning?

Name: Jim Hayes Phone: 248-379-0514

Security Company: Bishop Enterprise Contact: Marvel Bishop Phone: 305-439-0028

Tents or Canopies Yes

No penetration of ground spike is allowed. All structures must be water-weighted. Tents larger than 10x10 require a permit.

Quantity and size of each? (6) 10x10

Tent Company: American Social (we own) Tent Permit Number: N/A

Toilets

*Toilets must be removed within 24 hours. Portable toilets are regulated by Broward County. Please contact the Environmental Manager at (954) 412-7334

Toilet Company: Phone:

Transportation Plan No

*Any events larger than 5,000 people must have an approved Transportation Plan. If you have parking questions call (954) 828-3771

PART IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative, MOT, transportation plan, and any additional information requested during your Special Events meeting. The hourly rate and costs for services will be quoted on the 'Cost Estimate' worksheet developed at the meeting and provided to the organizer. The cost may change after the meeting.

If Fire Rescue or Police staff are scheduled for the event, then a minimum of four (4) hours for each Fire Rescue staff and a minimum of three (3) hours for each Police staff will be charged. Fire Rescue also charges 45 minutes to set up and 45 minutes to break down for each event. If the event is cancelled, then a representative representative must call each department at least 24 hours before the event is expected to begin or the organization will be charged.

Fire Prevention Service required? YES Emergency Services required? YES

Fire Rescue may need to inspect your event or provide services based on your Building Permit, expected attendance, and other risk factors such as alcohol, time, day, location, event type, or weather. When you complete your Building Permit with the Department of Sustainable Development (DSD) indicate all the permits and inspections you need and immediately pay DSD directly. All other payments for services will be invoiced to the event coordinator and must be paid within thirty (30) days. For questions, call the Fire Department at (954) 828-6370

On-Site Contact Name and Phone: Ray Couture 518-290-4696

Danielle Williams

386-383-5172 **Police service required? YES**

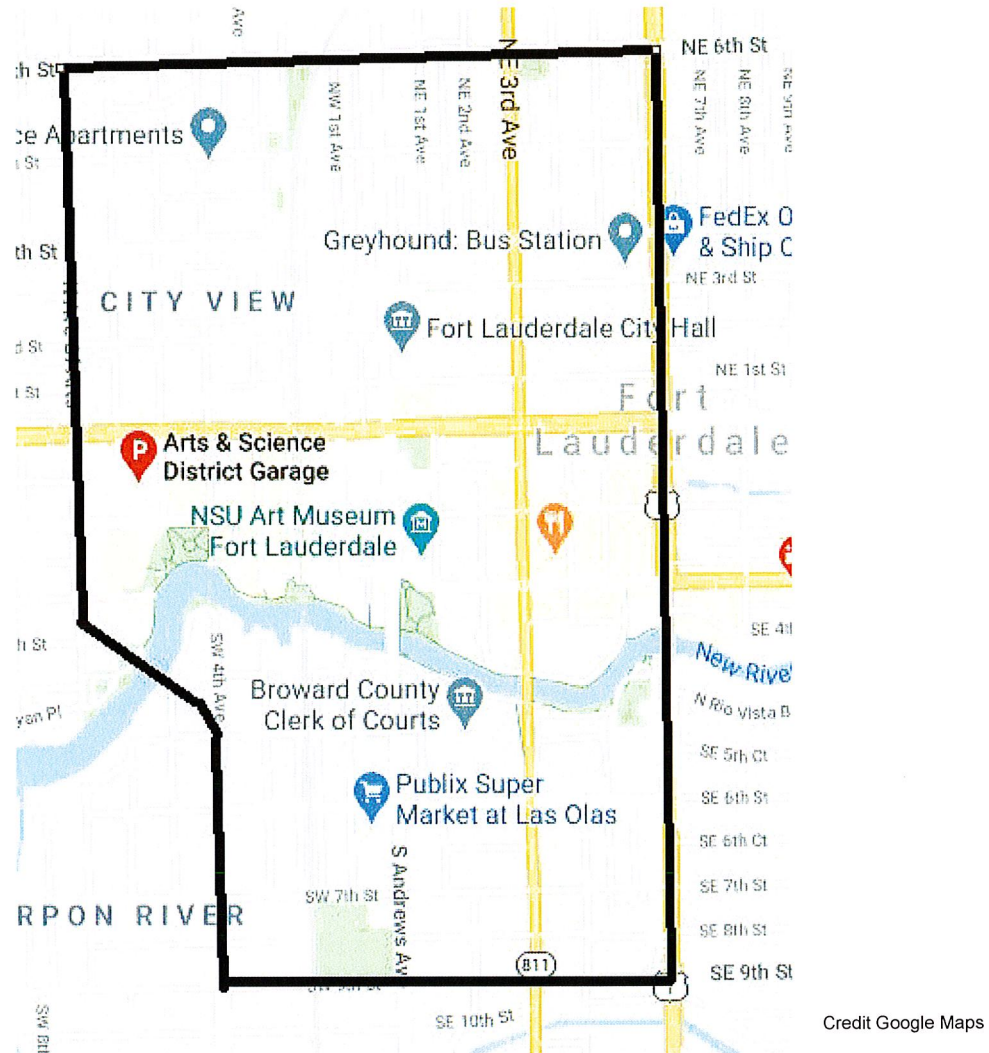
Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type and weather. Depending on your event, it may be possible to supplement some of the City police services with a private third-party security company IF their security plan is approved by the City Police Department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City Requirements.

If a Fort Lauderdale Police vehicle is required then a Hold-Harmless Agreement must be signed and Liability coverage of a minimum of one million dollars (\$1,000,000) must be provided.

PART V: RIVERWALK DISTRICT OUTDOOR EVENTS

Riverwalk Fort Lauderdale, Inc. will oversee all outdoor events held within the Riverwalk District. This includes use of Esplanade Park, Huizenga Park, Peter Feldman Park, Hardy Park, Sistrunk Park, Stranahan Park, Smoker Park, and Laura Ward Plaza. The RiverWalk District is outlined below

After your application submission, please contact the Riverwalk Parks Operations representative at (954) 468-1541, ext 205



SUBMISSION REQUIREMENTS

ALL EVENTS: Submitted Site Plan and Narrative: CHECKED

Closed Roads: Maintenance and of Traffic Plan

+5,000 People: Transportation Plan

Security Needs: Security Plan

Riverwalk District Events: Security Deposit - Made payable to Riverwalk Fort Lauderdale Inc. for events held in on public property in the Riverwalk District and a second COI made to Riverwalk Fort Lauderdale, Inc.

DEFINITIONS

Minor Events: Events with a sustained attendance level of under 501 persons, has no road closures, and no music exemptions. These events do not require administrative or City Commission approval.

Intermediate Events: Events with a sustained attendance level under 501 persons with a road closure and/or music exemption, or a sustained attendance between 501 and 5,000 persons. These events require City Commission Approval.

Legacy Events: Events with over two (2) years history in good standing

Major Events: Events with a sustained attendance of over 5,000 persons. These events require City Commission Approval.

10/8/2021

<u>Setup/Event/Teardown</u>	<u>Information / Date / Time</u>
Alcohol	No
Attendance	20
Begin Time	6 am 8:00am
End Time	4pm 6:00pm
Date	03/13/2020 11/26/21
Day of Week	Friday
Road	SE 8th Ave
From Street	Las Olas Blvd
To Street	Service Road between Las Olas & SE 2nd Ct
Type	Setup
Music Being Played?	No

Alcohol	Yes
Attendance	200
Begin Time	4 pm 6:00pm
End Time	12 am
Date	03/14/2020
Date	03/13/2020 11/26/21
Day of Week	Friday
Road	SE 8th Ave
From Street	Las Olas Blvd
To Street	Service Road between Las Olas & SE 2nd Ct
Type	Event
Music being played?	Yes

Alcohol	Yes
Attendance	200
Begin Time	11 am 12:00pm
End Time	12 am
Date	03/15/2020
Date	03/14/2020 11/27/21
Day of Week	Saturday
Road	SE 8th Ave
From Street	Las Olas Blvd
To Street	Service Road between Las Olas & SE 2nd Ct
Type	Event
Music being played?	Yes

Alcohol	Yes
Attendance	200
Begin Time	11 am 12:00pm
End Time	12 am 10:00pm
Date	03/16/2020
Date	03/15/2020 11/28/21
Day of Week	Sunday

Road	SE 8th Ave
From Street	Las Olas Blvd
To Street	Service Road between Las Olas and SE 2nd ct
Type	Event
Music being played?	Yes

Alcohol	No
Attendance	20
Begin Time	10 pm
Date	03/15/2020 - 11/28/21
Day of Week	Sunday
End Time	6 am 2:00am (on Monday 11/29)
Music being played?	No
Type	Breakdown

**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, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "City",

and

AMERICAN SOCIAL, INC., a Florida Profit Corporation, with its principal address at 1401 E Broward Blvd., Suite 305, Fort Lauderdale, FL 33301, and is hereinafter referred to 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 2, 2021, 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:

1. Recitals and Effective Date.

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference. 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 "**FRIENDSGIVING WEEKEND GET TOGETHER**" event outdoors (referred to hereinafter as the "Event"), only at the location(s) and time(s) set forth in the attached Schedule 1 ("Exhibit 1") and Site Map ("Exhibit 2") (if applicable), which are attached hereto and made a part hereof.

3. General Requirements.

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

necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.

- (9) 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.
- (10) Pursuant to Section 16-154(1)(b) of the Code of Ordinances of the City of Fort Lauderdale, special event permittees are prohibited from using polystyrene products, or utilizing polystyrene food and beverage packaging while serving or preparing food or beverages, or providing polystyrene products to anyone while operating or located on City facilities or City property. The City may revoke the special event permit immediately if this section is violated. This subsection shall not apply to expanded polystyrene food and beverage packaging that was packaged outside of the City and sealed prior to receipt by the special event permittee.

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 or his designee.

5. 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 its 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 through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way 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 exposures, 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:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent Applicants.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured 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, its officials, employees, and volunteers.

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.

Liquor Liability

Contractor 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 Contractor shall provide written documentation to confirm that coverage already applies to this Agreement.

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, its officials, 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 ten (10) 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 or any surviving obligation of the Applicant following expiration or early termination of the Agreement 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 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 respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Applicant that excludes coverage required in this Agreement shall be deemed 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 Applicants and sub-contractors comply with these insurance requirements. All coverages for independent Applicants and sub-contractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Applicant.

6. Restoration of public property.

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real

and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the City Manager or his designee. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

7. 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.

8. Audit Right and Retention of Records.

City shall have the right to audit the books, records, and accounts of Applicant and Applicant's subcontractors that are related to this Agreement. Applicant shall keep and Applicant shall cause Applicant's subcontractors to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Applicant and Applicant's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Applicant or Applicant's subcontractors, as applicable, shall make same available at no cost to the City.

Applicant and Applicant's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida all financial records, supporting documents, statistical reports, and any other documents pertinent to this Agreement for the required retention period as prescribed in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law. **IF APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA**

33301, PHONE: 954-828-5002, EMAIL:
PRRCONTRACT@FORTLAUDERDALE.GOV

9. Notices.

(a) Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement or any Assumption Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as Applicant may from time to time designate by notice as herein provided.

(b) All notices of default, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Christopher J. Lagerbloom, ICMA-CM
City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Alain Boileau
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

AS TO APPLICANT: American Social, Inc.
ATTN: Richard Mijares
1401 E Broward Blvd.,
Suite 305,
Fort Lauderdale, FL 33301

10. 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.

11. Compliance with laws.

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

12. Indemnification.

Applicant shall protect and defend at Applicant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines,

damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with this Event or arising directly or indirectly out of any act or omission by the Applicant or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Applicant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

13. 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.

14. 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.

15. Venue.

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 objections to said jurisdiction.

16. 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.

[REMAINDER OF PAGE LEFT BLANK]

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

ATTEST:

CITY OF FORT LAUDERDALE
a Florida municipal corporation

JEFFREY A. MODARELLI
City Clerk

CHRISTOPHER J. LAGERBLOOM, ICMA-CM
City Manager

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

Patricia SaintVil-Joseph
Assistant City Attorney

APPLICANT/SPONSOR

AMERICAN SOCIAL, INC., a Florida Profit Corporation

Richard Mijares, President

CORPORATE SEAL

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by Richard Mijares as President of **AMERICAN SOCIAL, INC.**, a Florida Profit Corporation.

(Signature of Notary Public- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT 1

Schedule 1

Applicant: American Social, Inc.

Event Name: Friendsgiving Weekend Get Together

Date/Time: Friday, November 26, 2021 (6:00pm – 12:00am)
Saturday, November 27, 2021 (12:00pm – 12:00m)
Sunday, November 28, 2021 (12:00pm – 10:00pm)

Location: American Social
(721 Las Olas Blvd, Fort Lauderdale, FL 33301)

Set Up Date/Time: Friday, November 26, 2021 (8:00am – 6:00pm)

Breakdown Date/Time: Sunday, November 28, 2021 (10:00pm – 2:00am)

Road Closing: Yes – Full Road Closure
SE 8th ~~Street~~ ^{Avenue} from Las Olas Blvd to Alleyway.
Friday, November 26, 2021 (8:00am) until Sunday,
November 28, 2021 (12:00am)

Alcohol: Yes

Amplified Music: Yes
Friday, November 26, 2021 (6:00pm – 12:00am)
Saturday, November 27, 2021 (12:00pm – 12:00am)
Sunday, November 28, 2021 (12:00pm – 10:00pm)

Special Permission: Amplified Music/Extended Road Closure – **Yes**
**Music until 12:00am on Friday, November 26, 2021
**Music until 12:00am on Saturday, November 27, 2021
**Music until 10:00pm on Sunday, November 28, 2021

Insurance Required: Yes

Banners: No

Pending Code Violations: No

Application Fee: \$200 Reschedule from 2020 due to COVID

Beach Usage Fee: N/A

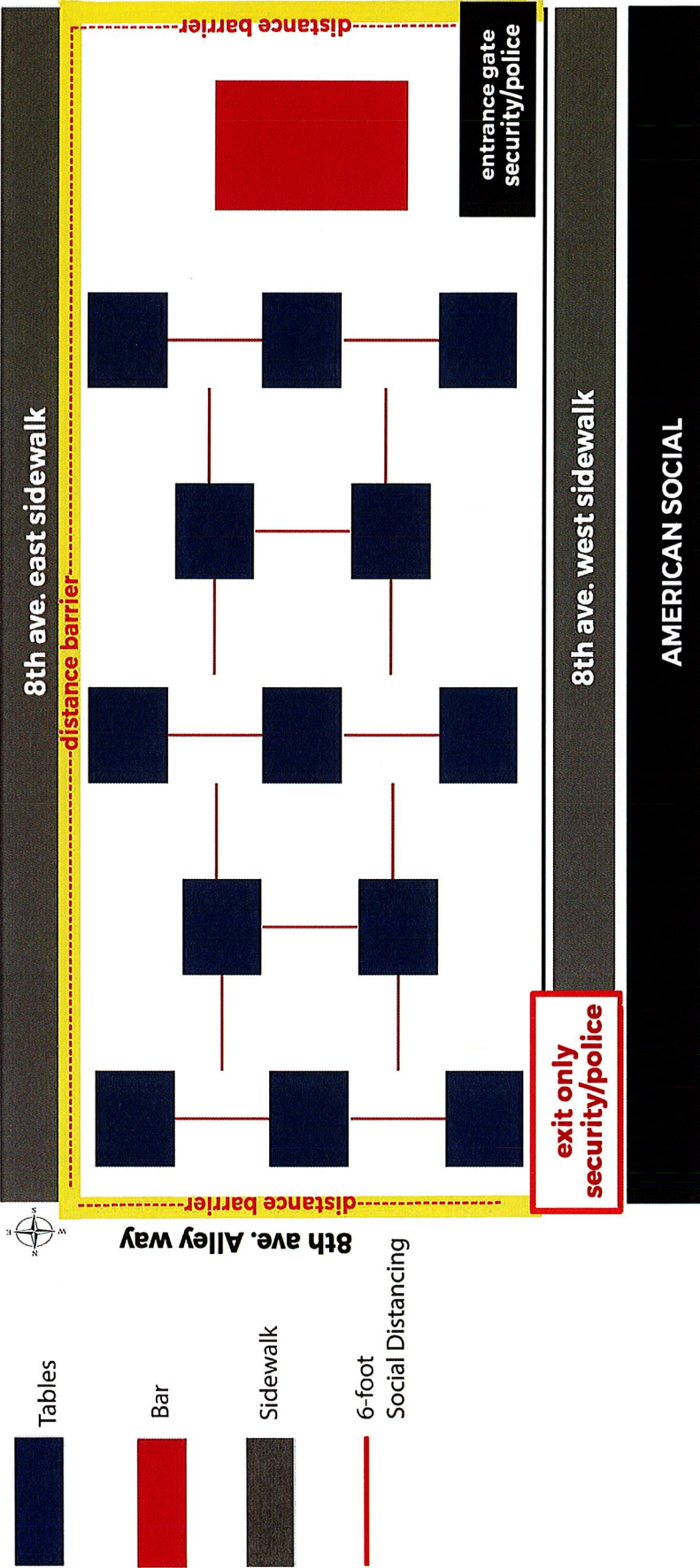
EXHIBIT 2



AMERICAN SOCIAL BAR & KITCHEN

FRIENDSGIVING BLOCK PARTY FLOOR PLAN

AREA USED: 30 FT. WIDTH EAST TO WEST
75 FT. LENGTH NORTH TO SOUTH



LAS OLIND BLVD, CROSS WALK & STREET TRAFFIC

