

003.2

RESOLUTION NO. 2020- 135

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LS EVENTS LLC FOR THE BRAZILIAN FESTIVAL; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a License Agreement between the City of Pompano Beach and LS Events LLC for the Brazilian Festival, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and LS Events LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of February, 2020.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

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City of Pompano Beach

LICENSE AGREEMENT

with

LS Events LLC

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THIS LICENSE AGREEMENT ("Agreement"), entered into this 27 day of February, 2020, by and between:

CITY OF POMPANO BEACH, a municipal corporation located in Broward County, Florida (hereinafter "CITY"),

and

LS EVENTS LLC, a for profit Florida limited liability corporation (hereinafter "LICENSEE").

WHEREAS, LICENSEE desires to utilize the City's Community Park and Amphitheater (the "Property") to conduct a Brazilian Festival which showcases Brazilian culture, music, food and drinks (collectively the "Event" described in Exhibit A, Scope of Authorization);

WHEREAS, CITY has determined that entering into this Agreement with LICENSEE to provide Event at the Property is in the best interest of the public; and

WHEREAS, CITY and LICENSEE desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, CITY and LICENSEE agree as follows.

ARTICLE 1 REPRESENTATIONS

A. **Representations of CITY.** CITY makes the following representations to LICENSEE, which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information supplied by CITY or by others authorized by the CITY's Recreation Program Administrator.

B. **Representations of LICENSEE.** LICENSEE makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. LICENSEE is a Florida for profit limited liability corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

3. The individual executing this Agreement and related documents on behalf of LICENSEE is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSEE or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. CITY shall be entitled to rely upon the professional administrative, management and interpersonal skills of LICENSEE or others authorized by LICENSEE under this Agreement.

7. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its activities in a professional, reputable manner.

8. LICENSEE agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

A. This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from CITY.

B. Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or

obligation under this Agreement shall be binding on CITY without the formal written approval of the City Commission of Pompano Beach.

C. This Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of LICENSEE's insolvency or bankruptcy, CITY may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

D. Nothing herein shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

ARTICLE 3 TERM

This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties. This Agreement is not subject to renewal.

ARTICLE 4 INSURANCE

LICENSEE shall obtain insurance in the amounts required in Exhibit B and submit to the CITY a minimum of thirty (30) days prior to the event. LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit B and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the City's Risk Manager, which approval shall not be unreasonably withheld. If insurance is not obtained within thirty (30) days prior to the event, the CITY reserves the right to cancel the event.

ARTICLE 5 PUBLIC RECORDS PROCEDURES

Public Records.

1. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the LICENSEE shall:

a. Keep and maintain public records required by the CITY in order to perform the service.

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of 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 or as otherwise provided by law.

c. 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 the contract if the LICENSEE does not transfer the records to the CITY.

d. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the LICENSEE, or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE 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.

2. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

ARTICLE 6 RECORDKEEPING, INSPECTION, AUDIT

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit C.

ARTICLE 7 RESPONSIBILITIES OF LICENSEE

A. LICENSEE shall organize and conduct the Event described in Exhibit A consistent with CITY policies which specifically require that LICENSEE at all times perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated.

LICENSEE agrees to follow the policies of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise reasonable judgment in discharging its duties hereunder. LICENSEE understands and agrees that LICENSEE shall plan, administer, pay for and coordinate all aspects of the Event, including, but not limited to, all required staffing, tools and materials other than, if applicable, the CITY's in-kind benefits listed in Exhibits A and E.

B. LICENSEE's Responsibility for Damage or Loss of CITY Property. A representative of the CITY and LICENSEE shall inspect and document by photographs the condition of the Property prior to set up and after cleanup of Event. CITY expects the Property to be restored by LICENSEE to the same condition which existed prior to set up of the Event.

If the Property or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon, including the grass or asphalt, shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then CITY will take the necessary remedial action to cause such repair or replacement to occur and LICENSEE shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for same.

C. LICENSEE Responsible for all Contracts. LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Event. All contracts shall be negotiated by LICENSEE and secured at LICENSEE's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Event.

LICENSEE represents and warrants that a minimum of three days prior to set-up for the Event, LICENSEE shall have secured all necessary performing rights and licenses, including, if applicable, BMI, ASCAP and SESAC licenses, and shall provide copies of same to the CITY's Contract Administrator. LICENSEE shall also ensure that all performance payments required to be made under such license(s) are made promptly, appropriately and directly paid to the licensing organizations. CITY shall have no responsibilities to any performing rights licensing organization for any performance(s) during the Event.

D. Concession Rights. During the Event and to the extent permitted by law and City Code, LICENSEE shall have concessionaire rights on the Property and agrees to comply with the CITY's Policy for Alcohol Sales and Consumption as described in Exhibit D.

E. Required Licenses, Permits and Authorizations. LICENSEE, at its sole expense, shall obtain all required federal, state, local and other governmental approvals, as well as all

necessary private authorizations and permits required attendant to LICENSEE's performance hereunder and provide CITY a copy of same a minimum of three (3) business days prior to set up of the Event on the Property. Ignorance on LICENSEE's part of any applicable laws, regulations or required authorizations shall not relieve LICENSEE from this responsibility.

LICENSEE shall provide sanitary and food facilities in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department. If LICENSEE is unable to obtain all necessary licenses, permits or other authorizations in a timely manner, either party may elect to terminate this Agreement and CITY shall be reimbursed for any in-kind services it has incurred to date.

F. Compliance With all Laws. In the conduct of its activities under this License Agreement, LICENSEE shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on LICENSEE's part of any applicable laws and regulations shall in no way relieve LICENSEE from this responsibility.

G. Emergency Access. LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the activities. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition on the Property which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or property.

H. LICENSEE, its subcontractors, vendor and other agents shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against their provision of goods and services under this Agreement. Proof of such sales tax payments shall be submitted to the CITY's Recreation Program Administrator upon request.

I. LICENSEE is responsible for hiring and managing its own staff, subcontractor and other agents, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed agents or employees of the CITY. At its sole discretion, and upon request by LICENSEE, the CITY reserves the right to approve LICENSEE's hiring of staff under eighteen (18) years old. LICENSEE shall be responsible for any and all work authorization(s) for its staff under eighteen (18).

J. LICENSEE shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons, including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.

K. LICENSEE shall be responsible to ensure that all its employees, staff or other agents are suitable for employment in a municipal facility in terms of general character, knowledge, ability, manner and conduct.

L. LICENSEE shall maintain, and be required to verify, that it operates a "Drug Free Workplace" as set forth in § 287.087, Florida Statutes.

M. LICENSEE shall utilize the Property exclusively for the activities described herein. In addition, LICENSEE shall not allow any part thereof to be used for any immoral or illegal purposes, nor allow, suffer or permit the Property to be used for any unlawful purpose, business, activity, use or function to which the CITY objects, including gambling.

N. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep the PROPERTY in good and safe condition.

O. LICENSEE shall promptly respond to concerns raised by Event patrons and the CITY's agents hereunder and timely take appropriate action as warranted by the circumstances.

P. LICENSEE is responsible to provide CITY any in-kind benefits listed in Exhibits A and E.

Q. LICENSEE is responsible for any fees, taxes or levies not listed in Exhibits A and E, imposed as a result of this Agreement.

R. LICENSEE shall verify that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

ARTICLE 8 RESPONSIBILITIES OF CITY

A. CITY is responsible to maintain the Property and surrounding outdoor areas, including the building systems (E.g. plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (E.g. shrubbery and lawn care, garbage pickup, etc.); however, the foregoing provisions are in no way intended to absolve LICENSEE from the responsibilities set forth in Article 7.

B. CITY is responsible to provide LICENSEE the in-kind benefits listed in Exhibits A and E.

ARTICLE 9
MISCELLANEOUS TERMS AND CONDITIONS

A. Articles Left on Premises. LICENSEE understands and agrees that the CITY shall not in any way be responsible for any personal property of patrons of the Event or LICENSEE, its sub-contractors or other agents left on the Property and that LICENSEE bears any and all risk of loss. Any article(s) remaining on the Property at the conclusion of Event shall become the property of the CITY.

B. CITY's Right To Make Improvements, Modify the Property and the Number and Manner of Streets Closures. Throughout the term of this license and notwithstanding any other term or condition herein, CITY retains the right, in its sole discretion, to modify and reconfigure the Property, including, but not limited to, attendant green and open space areas and the public right-of-way. Specifically, both parties agree that the public right-of-way and open and green space areas may be temporarily or permanently relocated, reconfigured, modified or closed at CITY's sole discretion. LICENSEE agrees to make adjustment to any such changes implemented by CITY.

C. Incorporation by Reference. All Whereas clauses stated above are true and correct and are incorporated herein by reference. The Exhibits attached hereto are also incorporated into and made a part of this Agreement.

ARTICLE 10
INDEMNIFICATION OF CITY

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY its officials, its authorized agents, and its employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this Agreement and with LICENSEE's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Property except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement.

B. The parties agree that the value of services provided by CITY under this contract and the benefits received by LICENSEE under same shall constitute specific consideration by LICENSEE for the indemnification to be provided herein. LICENSEE acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by LICENSEE.

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal Property at the Property against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property placed at the Property and, with the exception of damages or loss suffered as a result of CITY's negligence, CITY is hereby expressly released and forever discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Property.

C. The indemnification provisions of this Article shall survive the expiration or early termination of this Agreement.

ARTICLE 11 INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

ARTICLE 12 NO DISCRIMINATION

During the performance of this Agreement, LICENSEE agrees not to discriminate against any person on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability. However, with justifiable cause, LICENSEE maintains the right to refuse patrons or its agents hereunder from participation in the Event.

ARTICLE 13 PUBLIC ENTITY CRIMES ACT

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

ARTICLE 14 NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
greg.harrison@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 786-4113 fax

FOR LICENSEE:

Ls Events LLC
3211 Port Royale Drive #11a
Fort Lauderdale, Fl 33308
Luciano@theheartbeatfoundation.Org
(305) 803-0338 Office

**ARTICLE 15
GOVERNING LAW AND VENUE**

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 16
CONTRACT ADMINISTRATOR**

A. The CITY's Recreation Program Administrator or his written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

B. Luciano Sameli shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 17
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift,

or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 18 ATTORNEY'S FEES

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE 19 FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If CITY or LICENSEE are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

ARTICLE 20 WAIVER AND MODIFICATION

A. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

ARTICLE 21 SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 22 APPROVALS

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

ARTICLE 23 ABSENCE OF CONFLICTS OF INTEREST

Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

ARTICLE 24 BINDING EFFECT

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

ARTICLE 25 LICENSE NOT LEASE

Both parties acknowledge and agree this Agreement shall not be deemed a lease of the Property but rather a license granted to LICENSEE by CITY to provide the Event activities, including the sale of attendant food, beverages and merchandise, under the conditions and purposes expressed herein and shall not be construed to be a license to engage in any other business upon the licensed premises. LICENSEE understands and agrees that it takes the Property in "as is" condition.

ARTICLE 26 TERMINATION

A. Termination for Cause. Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 14 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same, and either party may avail itself of the informal Default and Dispute

Resolution Procedures set forth in Article 11 above or seek other remedies as provided hereunder or by law.

B. Termination for Convenience of City. Upon thirty (30) calendar days written notice in accordance with Article 14 herein delivered by certified mail, return receipt requested, to LICENSEE, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the best interest of the CITY. If the Agreement is terminated for the CITY's convenience, the notice of termination to LICENSEE shall state so and also define the extent of the termination. Upon receipt of such notice, LICENSEE shall use commercially reasonable efforts to discontinue all services hereunder to the extent indicated on the notice of termination and CITY shall not be responsible for any costs LICENSEE incurs as a result of said termination for convenience.

C. Termination for Safety. CITY may terminate this event upon the occurrence of any riot, violent disturbance or similar conduct stemming from this event which threatens the immediate health or safety of the public.

ARTICLE 27 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 28 CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTY

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the CITY Property for special group and /or City functions upon reasonable written notice to LICENSEE.

ARTICLE 29 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

ARTICLE 30 NON-EXCLUSIVE LICENSE

Licensee acknowledges and agrees that it is not acquiring any rights other than the non-exclusive right to use the Facility in accordance with the terms of this Agreement.

ARTICLE 30
ENTIRE AGREEMENT AND INTERPRETATION

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

"CITY":

Witnesses:

Carla J. [Signature]

Shelly R. Boulton [Signature]

CITY OF POMPANO BEACH

By: [Signature]
REX HARDIN, MAYOR

By: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND
CITY CLERK

(SEAL)

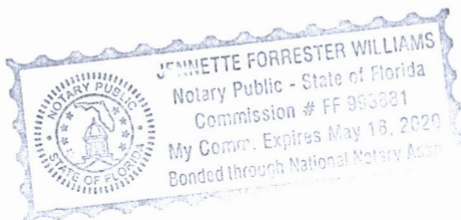
Approved As To Form:

[Signature]
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27 day of February, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

"LICENSEE":

Witnesses:

Kaithyn Kerr
Print Name: Kaithyn Kerr

Melanie Heminger
Print Name: Melanie Heminger

LS Events LLC

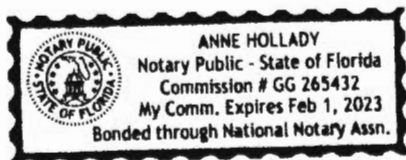
By: Luciano Sameli

Luciano Sameli, Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22 day of January, 2020, by **Luciano Sameli as the Manager of LS Events LLC**, a Florida limited liability company on behalf of the company. He is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

GG 265432
Commission Number

Exhibit A
Scope of Authorization

A. Introduction

LS Events, LLC (Licensee), to host a Brazilian Festival (Event) on the City of Pompano Beach's Community Park and Amphitheater (see footprint below). The Event will showcase Brazilian-themed national and international live music acts, local food, beverage and merchandise sales.

B. Objective

To provide a Brazilian-themed Festival at the City of Pompano Beach's Community Park in efforts to attract tourism, and provide entertainment to the City's residents and visitors in the year 2020.

C. Scope of Work

Licensee shall coordinate with the City's Recreation Program Administrator or Designee (Designee) on specific dates and times prior 2020 Event Dates shall be agreed upon at least nine (9) months prior to the Event. City reserves the right to decline any proposed date if the City deems it necessary for safety concerns or scheduling conflicts, this may include, but is not limited to construction at the site, lack of access to site, conflicting events, etc. The City cannot guarantee that the Site will be available year round. However, the City will make reasonable attempts to accommodate Licensee.

Due to the amphitheater construction that was approved as part of the general obligation bond, the amphitheater grounds and restrooms may not be available for use during the event timeframe. Licensee shall provide any additional port-a-lets or facilities required for the event should the amphitheater grounds and restrooms are not available.

The term of this agreement will be for one (1) year with no renewals. The Event will take place in the year 2020. Three (3) months prior to the Event, Licensee shall coordinate logistics meetings with City to finalize City's and Licensee's responsibilities and Event planning. City may request additional meetings, as it deems necessary, to finalize details of the Event.

The City shall provide in kind benefits for Event as stated below. For a detailed monetary breakdown, refer to Exhibit E "City's In-Kind Benefits to Licensee."

1. Use of the premises for the Event. See Location Map of Footprint available below.
2. Provide assistance with permitting process by signing off as Property Owner. City will assist Licensee with internal City permits and their processing.
3. City will provide marketing support, including but not limited to, social media, City's website, and internal resources in conjunction and in coordination with Licensee.
4. City will provide logistical help with MOT plan creation as it is related to the Event.

Exhibit A
Scope of Authorization

As stated in Exhibit E "City's In-Kind Benefits to Licensee, in no event shall the City's in kind benefits, including staff time, exceed seventy five thousand dollars (\$75,000.00). Licensee shall be responsible to supplement any of the items listed above that the City's in kind benefits do not cover. If during the Event, the City incurs overages in staff time, or services, such overages shall be charged back to Licensee. City shall present a detailed breakdown of all overages. Payment is to be made within ten (10) days after presentation of detailed breakdown and/or receipt of invoice.

Location Footprint for Event



Exhibit A
Scope of Authorization

D. Summary Schedule of Tasks and Deliverables

Site Plan and Schedule - A minimum of thirty (30) days and prior to commencing any of the set up for the Event under this Agreement, Licensee shall be required to obtain the written approval of both the City's Designee and other reviewing City departments of both the final Site Plan and the Schedule of Events via the Public Event application. The final detailed site plan and schedule of the Event shall include the location of all booths, box offices, tents, stages, display areas, port-o-lets, temporary fencing, Rideshare locations, RV parking for artists, parking, etc. and the times when such will be constructed and dismantled.

A minimum of thirty (30) days prior to the set up date(s) agreed upon for each event, the Licensee shall submit the following documentation for City's review and approval:

1. A proposed final detailed Schedule of Event;
2. A description of all Event activities to occur on the Property during the term of this license;
3. A proposed final Site Plan(s) for the Property which depicts the location of all booths, stages, display areas, port-o-lets, parking, temporary fencing, Rideshare locations, RV parking, etc., which shall be subject to the approval of the City departments authorized to require revisions to same; and
4. Licensee shall submit documentation for the items listed below regarding Licensee's compliance with this Agreement. LICENSEE to provide to the City:

Licensee's Deposit-Licensee shall pay a deposit of five thousand dollars (\$5,000.00) to City no later than three (3) months prior to the event, Deposit will be refunded after the Property has been inspected and confirmed restored to the same condition, which existed prior to set up of the Event. If Property, or any portion thereof, shall be destroyed, damaged, altered, etc. City will take action to repair. Any expenditures that occur from repairs will be deducted from Licensee's deposit. If expenditures surpass the deposit, then Licensee shall be responsible for payment to City to cover remaining repair costs upon submittal of an invoice. The City reserves the right to contract out the work, if necessary, to conduct the repairs. Furthermore, should the City incur any overages as described above, the City reserves the right to deduct the overages from Licensee's deposit.

Maintenance of Traffic - No less than six (6) weeks prior to the opening day of the Event, Licensee shall provide to the City a preliminary construction and traffic flow schedule including opening and closing times for all streets or lanes and including the use of variable message signs. Licensee shall provide a final Maintenance of Traffic plan ("MOT plan") no later than two (2) weeks prior to opening day of the Event for the City's review and approval. No additional street or lane closures will be permitted unless included in the MOT Plan and approved by the City.

Exhibit A
Scope of Authorization

Trash and Clean-up of Permitted Area - Licensee shall be responsible for dismantling and removing all supplies and equipment, including booths, tents, stages, temporary fencing, display areas, port-o-lets, and all other temporary facilities. Additionally, Licensee shall be responsible for any tasks that are not listed or are part of the mutually agreed to City's in kind benefits, including trash cleanup and restroom attendant personnel during and after the Event. Licensee shall be responsible of disposing of any used cooking oil collected and proper disposal. Clean up of Event area shall be completed by Licensee within forty-eight (48) hours of the Event's completion.

City Booth - The City shall be provided at no charge a standard size booth in the main vendor tent or location for City's own use.

Parking No less than six (6) weeks prior to the first day of the Event, Licensee shall provide to the City a parking plan to include a site map that displays the following: available parking to patrons, City staff and vendor parking, talent parking, rideshare pick up and drop off locations, shuttle route map, and list of adequate signage to direct patrons to and from the Event. The City, through traffic control and life safety personnel, shall evaluate the proposed parking plan. If during City's evaluation it is found that the parking plan could cause potential safety concerns, City shall provide Licensee with a detailed breakdown of the City's concerns and Licensee shall modify the parking plan to rectify said safety concerns.

Notification of Surrounding Businesses - At least four (4) weeks prior to the Event, Licensee shall be required to provide all residences and businesses within one mile of the Event, written notice of the Event to include dates, times, location and all associated road closures and also provide CITY a copy of such notice.

Licensee shall make every reasonable attempt to make sure that City concerns in regards to traffic, safety concerns, noise and nuisance are met prior to each event.

Concession Rights - are to be granted upon satisfactory proof to City at least fourteen (14) days prior to "Event" that all required permits have been obtained, including, but not limited to, those required by the Florida Department of Business Regulation's Division of Alcoholic Beverages and Tobacco, etc.

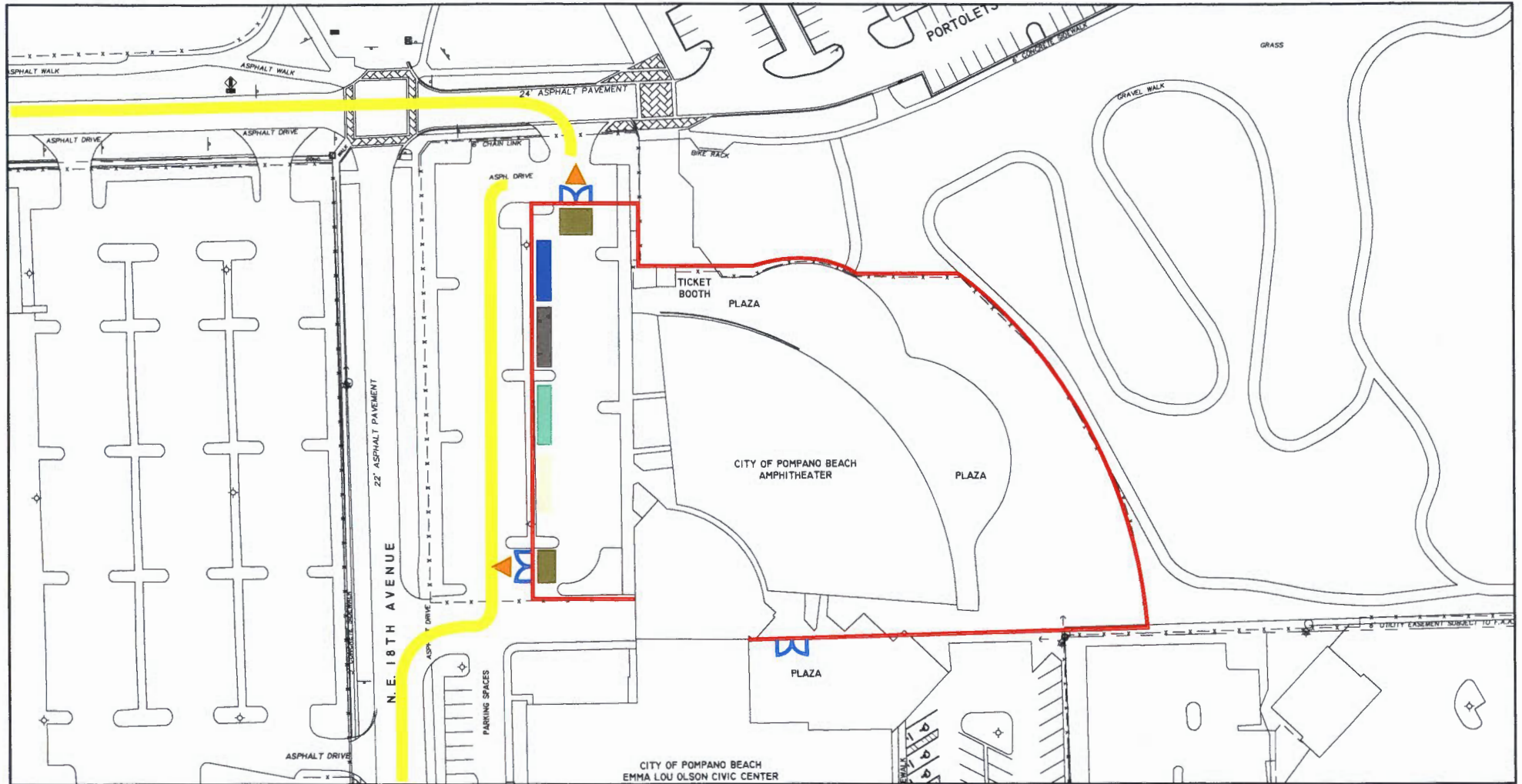
Licensee shall:

1. Be responsible for dismantling and removing all supplies and equipment, including booths, box offices, tents, stages, temporary fencing, display areas, port-o-lets, and all other temporary facilities.
2. Provide and compensate all artists and talent for the shows.

Exhibit A
Scope of Authorization

3. Provide all necessary equipment, fabrication of staging, and removal of equipment and staging for the Event. This shall include, but not be limited to tenting, stage, sound, lights, video, temporary fencing, etc.
4. Provide and if required, compensate all fully licensed food and beverage operations.
5. Provide, schedule, maintain and pay of all portable toilets necessary for the Event.
6. Provide, schedule and pay all restroom attendant personnel for the Event.
7. Provide all staff and logistics necessary to conduct the Event (excluding staff and in kind benefits provided by City above), including box office staffing.
8. Be solely responsible for all payments to City for police (BSO) and traffic control personnel and equipment, regardless of the cost.
9. Be solely responsible for all payments to City for fire prevention and life safety personnel and equipment regardless of the cost.
10. Solely responsible for all water and electrical requirements as it pertains to the event.
11. Provide and compensate private security to encompass the stage (Front and Back), and the artists' compound.
12. Provide nationwide mass marketing campaign promoting the event, to include, but not be limited to print, social media and television advertisement.
13. Secure all Event sponsorship.
14. Multiple Logo and Branding Recognition for City.
15. Cooperate with the City in attending logistics meetings and providing the information required by City.

LS Events, LLC - Brazilian Festival Site Plan



Proposed Site Logistics Plan

Pompano Beach Ampitheater



Key:

Temporary Fence	—	Construction Storage	■	RDC Field Office	■
Temporary Gate	⌢	Daily Staging Area	■	Storage Container	■
Temp Sidewalk Barrier	—	Constr. Entrance / Anti Track	■		
Emergency Access Point	▲	Construction Access Path	■		

EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

XX liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$3,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

XX comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

<u>XX</u>	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Exhibit C
RECORDKEEPING, INSPECTION and AUDIT
PROCEDURES

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in Agreement and in this Exhibit.

CITY shall have the right to audit the books, records, and accounts that are pertinent and related to this Agreement. LICENSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of LICENSEE shall be kept in a written form, or in a form capable of conversion into written form and, upon CITY request to do so, be provided to CITY within a reasonable time. All data provided shall be compatible so that CITY system should be able to read or view it. LICENSEE shall make same available at no cost to CITY in written form.

LICENSEE shall keep a true and accurate account of all monies received and spent attendant to this Agreement and the Brazilian Festival (Event) activities.

LICENSEE shall be required to record, and preserve complete and accurate records and make available at all reasonable times for CITY'S local inspection, examination and audit, complete and accurate records for all work performed hereunder as required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as amended from time to time if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination or expiration of this Agreement. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

LICENSEE shall preserve and make available locally at a reasonable time for CITY's examination, inspection and audit at reasonable times all supporting documentation and records including but not limited to: all business records, bookkeeping/accounting records, monthly reconciliations, financial records, statistical records, receipts, invoices, bank statements, attendance rosters/logs, time logs, sign in sheets, state tax returns and any other documents attendant to LICENSEE's work hereunder and as required in Agreement and Exhibits. LICENSEE shall, by written contract, also require its subcontractors to agree to the requirements and obligations of this Exhibit and Agreement Article(s).

LICENSEE shall submit a detailed report to the Recreation Programs Administrator showing gross receipts and all expenditures within sixty (60) days following the end of the Brazilian Festival. Detailed receipts statements will be signed and sworn by LICENSEE's representative in charge of event operations and show each operating gross receipts by category. If requested, copies of all expenditure receipts including Vendor payments shall be submitted with the detailed report.

LICENSEE shall agree if City examination or audit discloses a liability of fees, LICENSEE shall promptly pay the amount due. If such liability exceeds three percent (3%) of the monthly fees or compensation to CITY, LICENSEE shall pay CITY the amount due and also pay for the cost of the CITY's audit within 10 calendar days.

LICENSEE agrees that incomplete and incorrect entries in LICENSEE records will be grounds for the CITY's allowance of any fees based upon such entries and audit as well as termination of this Agreement.

Exhibit D

City of Pompano Beach ("City") Policy For Distribution and Consumption of Alcoholic Beverages on City Properties

The distribution and consumption of sale of beer, wine and spirits (collectively "alcohol") shall be allowed at activities on City Properties subject to the following rules and procedures.

1. The distribution of alcohol shall be prohibited on City Properties during any Event intended for children under age 21.
2. Only alcohol distributed by Contractor's approved vendors may be allowed or consumed on City Properties; no outside alcohol shall be allowed.
3. All Contractor's vendors authorized to provide alcohol on City Properties shall be required to indemnify and hold harmless the City, its officers, agents, employees, and volunteers, from any and all claims for liability arising directly or indirectly out of alcohol sales or consumption. Proof of insurance acceptable to the City's Risk Manager shall be required to satisfy this indemnification obligation prior to any alcohol sales taking place.
4. Prior to any activities taking place on City Properties, all Contractor's approved vendors authorized shall have received written approval from the City's Risk Manager that their Certificate of Liability Insurance includes the requisite coverage for alcohol sales.
5. Police or security officers shall be authorized to prohibit the distribution or consumption of alcohol to any person that appears intoxicated. Police or security officers are also authorized to order persons that appear intoxicated to immediately leave the City Properties.
6. Persons serving alcohol shall be at least 21 years old, properly trained in such service, and not be allowed to consume alcohol immediately before, during, or following a activity. Any server violating this policy shall be immediately ordered to leave the City Properties by Contractor, police or a security officer.
7. Servers shall be responsible to verify that persons attempting to purchase alcohol are of legal drinking age. Alcohol sales shall be denied to persons who are not able to provide photo identification evidencing proof of legal drinking age upon request. Servers shall be required to refuse to provide alcohol to any person who appears intoxicated.
8. Signs shall be posted at the concession areas on the City Properties which state that all persons must be of legal drinking age to receive and consume alcohol, that alcohol sales are limited to two (2) drinks per person per transaction, and that servers reserve the right to refuse service to any person who appears intoxicated.
9. The distribution of alcohol shall cease at least thirty (30) minutes before the official end of all activities on the City Properties. The cutoff of alcohol sales shall be determined according to the schedule of activities Contractor provided to, and approved by, City.
10. If serving alcoholic beverages at the named event, Licensee shall attach a copy of the approved liquor permit. Liquor permit shall be submitted to the City within thirty (30) days of the event.

Exhibit E
City's In-Kind Benefits to Licensee

Name of Event:	Brazilian Festival
Company/Organization:	LS Events, LLC
Representative:	Luciano Sameli
Address:	3211 Port Royale Drive , #11A, Ft. Lauderdale, FL. 33308
Phone:	305-803-0338

PUBLIC WORKS	\$ 10,000.00
FIRE RESCUE & PREVENTION (partial)	\$ 10,000.00
PARKS & RECREATION	\$ 10,000.00
BSO	\$ 20,000.00
EQUIPMENT RENTALS	\$ 25,000.00
GRAND TOTAL*	\$ 75,000.00

*The above are estimates and may change upon confirmation of artists and scope of event; in no case shall in kind benefits exceed seventy five thousand dollars (\$75,000.00).

Exhibit "F", Event Sheet

CITY OF POMPANO BEACH

APPLICATION FOR PUBLIC EVENT & CITY PARK USE



PE-Click here to enter text.

Date Received: [CLICK HERE TO ENTER A DATE.](#)

☒ **Public Event** ☒ **City Property**

SECURITY DEPOSIT

Applications must be turned in 45 days or more prior to event, a **\$50.00 nonrefundable** application fee is required. A **\$250.00 refundable**** security deposit, payable to The City of Pompano Beach is required with this application, but does not guarantee approval. Application must be filed **not less than 45 business days prior to the event. Applications will not be accepted without the fee and all necessary documents** which include: Insurance Certificate indemnifying The City of Pompano Beach \$300,000.00 each occurrence, (Insurance Certificate MUST READ: "**Additionally insured City of Pompano Beach**"). In addition, a site plan/map must be included).

EVENT INFORMATION

Event Name: [Click here to enter a date.](#)

Event Purpose: [Click here to enter text.](#)

Event Date: [Click here to enter a date.](#)

Event Location: [Click here to enter text.](#)

Event Time: [Click here to enter text.](#)

Estimated Attendance per Day: [Click here to enter text.](#)

Past Attendance: [Click here to enter text.](#)

Year: [Click here to enter text.](#)

Description of Activities: [Click here to enter text.](#)

RELEASE AND WAIVER OF LIABILITY

In consideration of the opportunity afforded Applicant to use city premises for the public event activities described herein, applicant named herein does freely agree to make the following contractual representations and agreements.

*Applicant agrees to indemnify, defend, and hold harmless the City of Pompano Beach, it's officers, agents, employees, and volunteers from and against all claims, suits, actions, damages, liabilities, or expenditures of any kind arising out of or occurring during the special activities of applicant and resulting or accruing from any error, omission, conduct or negligent act of the applicant, thereto. Further, applicant hereby knowingly, freely, and voluntarily assumes all risk and liability for any damage or injury that may occur as a result of the use of the park premises and agrees to release, waive, discharge, and covenant not to sue the City of Pompano Beach, its officers, agents employees, and volunteers from any and all liability or claims that may be sustained by the applicant or a third party directly or indirectly in connection with, or arising out of, the applicant's use of the city premises, whether caused in whole or in part by the negligence of City of Pompano Beach or otherwise.

FOR SCHOOLS ONLY

INDEMNIFICATION WAIVED UPON RECEIPT OF CERTIFICATE OF INSURANCE. By signing, applicant agrees to have read the complete Public Event Application, and fully understands the terms and understands that the applicant has given up substantial rights by signing the Public Event Application and has signed it freely without any inducement or assurance of any nature and intends to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agrees that if any portion of this Public Event Application is held invalid the balance notwithstanding shall continue in full force and effect.

BUILDING REQUIREMENTS

Entertainment as it applies to the building department: Structures / Tents/ Canopies / Fences

Tents, canopies, awnings, and fences require a Building Permit. A General Contractor Class "A", "B", or "C" (if Residential), or a Building Contractor Class "AL" or "AE" license is required to obtain a permit. Contractor is required to schedule and successfully complete inspection work prior to event opening. Florida Building Code 104.6.1.2.

*If applicant is requesting the showmobile and/or small stage, a separate application needs to be filled out and sent it with this application.

Will any temporary structure be built, including tent, canopies or fences?

☐ Yes ☐ No

If YES, describe in detail and include 1 location map (site plan).

ELECTRICAL REQUIREMENTS

Electrical work requires an Electrical Building Permit. **Generators over 5KW require an Electrical Building Permit.** A Florida licensed electrician is required to obtain permits. Contractor is required to schedule and successfully complete inspection of work prior to event opening. Florida Building Code 101.4.3, 103.9.2.2.

1. **Will electrical wiring need to be installed?**

☐ Yes ☐ No

Voltage, amperage, and phase of additional wiring etc.

Specify Locations: Click here to enter text.

2. **Are you planning any type of amusement/entertainment rides as part of the event?**

☐ Yes ☐ No

If YES, name the company providing the equipment. Certificate of Insurance will be required by company.

Specify Vendor Name for equipment: Click here to enter text.

3. **Are you planning to have any type of concession?**

☐ Yes ☐ No

All food vendors must provide the necessary requested insurance and permits

a) If YES, has the Florida Department of Health approved food vending site plans?

☐ Yes ☐ No

Comments: Click here to enter text.

b) Do all food vendors have a temporary food service permit?

☐ Yes ☐ No

FIREWORKS

1. **Do you plan to have a fireworks display?**

☐ Yes ☐ No

If YES, specify date, time, location & vendor.

Specify Locations: Click here to enter text.

NOTE: You must request, in writing, the Fire Chief's approval for Fireworks displays 30 days prior to the event. Attach a copy of the Fire Chief's approval letter to this application—for Fire Department Review

APPLICANT OR ORGANIZATION REPRESENTATIVE

Organization Name: Click here to enter text.

Phone: Click here to enter text.

Address: Click here to enter text.

City: Click here to enter text.

Zip: Click here to enter text.

Email Address: Click here to enter text.

Exhibit "F", Event Sheet

Organization/Applicant Contact Person: Click here to enter text.

Phone: Click here to enter text.

Other Applicant Organization Name: Click here to enter text.

Phone: Click here to enter text.

Is Applicant Non-profit Organization? ☐ Yes ☐ No

Tax Exempt #: Click here to enter text.

ADMISSION FEES

1. Are you planning to charge an admission, donation, participant fee, etc.? ☐ Yes ☐ No

SECURITY ARRANGEMENTS

As part of the application process for a special event in the City of Pompano Beach, traffic, pedestrian and other security issues are subject to review by the Sheriff's Office. Frequently, it is necessary to hire deputies to ensure a safe and secure gathering.

It is the responsibility of the person or organization sponsoring the event to contact the **Special Details Office** at 954-831-8199, (72) hours prior to the event so we can accommodate your request. If less than a (72) hour notice is given, we may be unable to provide sufficient staff and your event could be canceled.

You will be required to provide information relative to persons in charge of your event, their telephone number and billing information. Not having this information available will delay the processing of your request. If subsequent to review of your application and should we have any additional questions, a member of our staff will contact you.

Captain Wayne Adkins

(All public events conducted on City property must have responsible security on site)

1. Are Police Security Officers being hired? ☐ Yes ☐ No

a) If YES, how many officers? Click here to enter text.

Name of Contact: Click here to enter text.

Phone: Click here to enter text.

Other Security: Click here to enter text.

Phone: Click here to enter text.

TRAFFIC CONTROL PLAN

DESCRIBE PLANS TO COORDINATE TRAFFIC CONTROL

NOTE: If a State Road, Intracoastal Waterway bridge or railroad will be crossed or used, attach (2) copies of the FDOT permit (for Fire Department and Police Department use). In the case of a railroad crossing, security must be provided by railroad police.

Has the POLICE TRAFFIC UNIT been contacted? ☐ Yes ☐ No

a) Who is supplying manpower and barricades for approved street closings?

Vendor: Click here to enter text.

ANIMAL CONTROL

Will you be having animals at your event? ☐ Yes ☐ No

a) Please list the vendor and describe purpose for which the animals will be exhibited or displayed?

Vendor/Purpose: Click here to enter text.

SANITATION CLEAN-UP REQUIREMENT

The City reserves the right to require applicant to provide additional resources necessary to the maintenance and sanitation of the site. Applicants may be required to provide a sanitation (litter and trash removal) crew onsite during the event.

Exhibit "F", Event Sheet

NOTE: The clean-up of the area must be utilized within a reasonable time after the conclusion of the event. No more than 24 hours permitted in any instance.

Contact the Sanitation Department at 954-786-5516 for further questions.

1. **Who is handling the cleanup?** Click here to enter text.

Contact Number: Click here to enter text.

2. **Are Port-a-Johns being provided?**

☐ Yes ☐ No

If YES, *(Please display on site plan showing placement of Port-a-Johns)*

REQUEST FOR CITY INVOLVEMENT

Note: Organizations will be required to pay the necessary City personnel charges including Public Works, Parks and Recreation, Fire Rescue, Broward Sheriff's Office, and Development Services assessed on the current salary schedule.

Describe in detail any services you are requesting from the City of Pompano Beach. Applicant may be held responsible for costs relative to services request from the City.

Click here to enter text.

MARKETING

Please attach a copy of the flyers used for marketing purposes. If you are requesting to use the City Logo, a letter must be written to the City Manager requesting approval of City Logo use and placed with this application. This does not guarantee approval of City Logo usage.

Do you want this event to be posted, once approved, on the City's Website?

☐ Yes ☐ No

Event Description:

Click here to enter text.

SITE PLAN

A site plan is required for all public event applications by order of the City of Pompano Beach Fire Marshal.

PARK RANGERS

Park Rangers will be on City grounds during the following times: Monday thru Friday, 5pm – 10pm and Saturday/Sunday/Holidays, 7am – 10pm. Rangers will be checking on all events that fall within this time frame. If you are in need of City assistance with your event during these times, please call the Park Rangers at #954-740-9147 or #954-740-9152.

PARKING

There is NO free parking at any City paid parking lots.

CITY ORDINANCES

The City reserve the right to terminate this agreement effective immediately in the event that the rental party is involved or becomes involved in behavior which exhibits aggressive or violent tendencies whether physical or verbal and or promotes or incites violence or aggressive behavior which results in physical altercations, fighting and/or rioting, and/or if said behavior results in any property damage to the rented facility and/or in the event the rental party or anyone attending the rental has or consumes alcohol on City property or interferes with the ability of other patrons ability to utilize the facility. In the event this agreement is terminated the City also reserves the right to deem the renter ineligible to rent from the City of Pompano for a term of one year.

Exhibit "F", Event Sheet

The applicant must comply with all city ordinances concerning liability insurance, structural, electrical, fire inspections and any other important requirements. **Note:** The submission of an application for use of a City Park for a public event does not guarantee approval will be granted.

Signature of Applicant/Representative

Click here to enter text.

Date

Click here to enter a date.

Name of Organization

Click here to enter text.

LIST OF ATTACHMENTS THAT SHOULD BE INCLUDED WITH THIS APPLICATION:

Certificate of Insurance(s)

Site Plan

Proof of Payment

Marketing Plan: Flyers, etc.

Application for Showmobile or Small Stage (if requesting)

DEP approved permit (if applicable)

Rule & Regulations for City Parks & Pavilions

- Alcoholic beverages are not permitted in City Parks.
- Electricity is not available at Park Pavilions.
- Bounce houses are not permitted in City Parks.
- No animals for entertainment purposes.
- No amplified music is permitted in City Parks.
- Vendors, concession stands or the selling of food must have permission from the Recreation Programs Administrator.

STAFF REVIEW

	Signature	Approve	Disapprove	Date
Animal Control	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Building Dept.	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Fire-Rescue	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Police-BSO	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Public Works	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.
Risk Management	Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter a date.

Exhibit "F", Event Sheet

Zoning Dept.

Click here to enter text.

☐☐

Click here to enter a date.

Application Review for Completeness: Click here to enter text.

RECREATION PROGRAMS ADMINISTRATOR PERMISSION

I, the undersigned, Recreation Programs Administrator do hereby give my permission for use of a City Park for the event described above.

Name of Event: Click here to enter text.

Date: Click here to enter a date.

Recreation Program Administrator or Designated Representative:

Date: Click here to enter a date.

Click here to enter text.

CITY MANAGER PERMISSION AND APPROVAL

City Manager or Representative: Click here to enter text.

Date: Click here to enter a date.