

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE ATTACHED AGREEMENT BETWEEN THE CITY OF KEY WEST AND THE SUNRISE ROTARY CLUB FOR POKER RUN ON SEPTEMBER 16 & 17, 2011; AUTHORIZING THE CLOSURE OF DUVAL STREET FROM SOUTHARD TO FRONT STREET ON FRIDAY, SEPTEMBER 16, 2011 FROM 10:00 A.M. TO 12:00 MIDNIGHT AND ON SATURDAY, SEPTEMBER 17, 2011, FROM 10:00 A.M. TO 12:00 MIDNIGHT; ALL CROSS STREETS SHALL REMAIN OPEN EXCEPT GREENE STREET BETWEEN ELIZABETH TO WHITEHEAD STREETS; AUTHORIZING THE SALE & CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN THE BARRICADED AREA OF THE EVENT; GRANTING AN EXEMPTION FROM THE NOISE CONTROL ORDINANCE PURSUANT TO SECTION 6-86 OF THE CODE OF ORDINANCES DURING THE EVENT; PROVIDING FOR AN EFFECTIVE DATE**

**BE IT RESOLVED** by the City Commission of the City of Key West Florida, as

follows:

**Section 1.** That the attached agreement between the City of Key West and the Sunrise Rotary Club is hereby approved. The City Manager is hereby authorized to execute said agreement on behalf of the City of Key West, and the City Clerk is hereby authorized to attest to his signature and affix the Seal of the City thereto.

**Section 2.** That all neighboring property owners and/or tenants shall be notified of the event and the date, time.

**Section 3.** That approval of this resolution is given upon the condition that the event organizers will make best efforts to alert the participants to abide by City and State noise regulations with respect to motorcycle mufflers; and that the City and event organizers will work

together to post signs leading into Key West to alert the participants about the noise concern.

**Section 4.** That pursuant to City of Key West Code of Ordinances, Section 18-86, the consumption of alcoholic beverages is permitted within the barricaded areas of the Event, pursuant to the terms and conditions in the attached agreement.

**Section 5.** That the Key West Sunrise Rotary Club is hereby granted an exemption from the sound control ordinance under section 6-86 of Key West Code of Ordinance for an event that will take place at the place and time as herein described.

**Section 6.** That the Key West Sunrise Rotary Club will adhere to the recycling plan of the City of Key West, that one (1) recycling container for every one (1) trash barrels will be used and that they will be placed side by side.

**Section 7.** That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Authenticated by the presiding officer and Clerk of the Commission on \_\_\_\_\_, \_\_\_\_\_ 2011.

Filed with the Clerk on \_\_\_\_\_, 2011.

\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

## A G R E E M E N T

**THIS AGREEMENT** made between the CITY OF KEY WEST, FLORIDA, hereinafter called "City," and the Sunrise Rotary Club hereinafter called "Club," for the Annual Poker Run celebration September 16 and 17, 2011;

### W I T N E S S T H:

**WHEREAS**, Club will host the Annual Poker Run in the City of Key West on September 16 and 17, 2011; and

**WHEREAS**, the celebration will require the provision of additional or extraordinary support services from City in order that said event may be held in Key West, Florida;

**NOW, THEREFORE**, it is mutually agreed between City and Club as follows:

**A. General Terms and Conditions.**

**City will:**

1. Close Duval Street from Southard Street to Front Street and Greene Street from Elizabeth to Whitehead Street; and prohibit parking on said streets. The primary purpose of closing the designated streets are for motorcycle parking. All cross streets, except Greene Street, shall remain open.
2. Provide clean-up crews to remove all litter resulting from the events.
3. Will post the areas "No Parking".

**"Club" will:**

1. Keep one traffic lane of all blocked streets open at all times during the events to allow access to any of the barricaded areas for emergency vehicles.
2. Provide portable toilets to be available to the public during the event.
3. Hold City harmless from any and all claims for damages, actions or causes of actions arising from the activities and/or events approved by City, and shall furnish to City a certificate of insurance for liability insurance in amounts not less than One Million Dollars (\$1 Million) bodily injury and fifty thousand dollars (\$50,000) property damage, said certificate naming the City of Key West as additional insured during these events.
4. Provide lighted barricades and traffic directional signs, as directed by the Police Dept.
5. Provide one (1) trash container per one (1) recycle container to be placed side by side throughout the event route.

**B. Security and Traffic Control.**

1. City will provide two on-duty motorcycle officers to assist with traffic control and the parking of motorcycles on city streets at no charge to Club.
2. All motorcycles must be parked in the areas designated by the Key West Police Department. All motorcycles should be walked through the designated parking areas.
3. Officer rate \$40.00 per hour (minimum of 4 hours). Supervisor rate \$45.00 per hour (minimum of 4 hours). Administrative fee of 5.95 per officer hour. Notification of Cancellation is required at least **24 HOURS** prior to the scheduled event. If notification is received after the deadline, you will be required to pay the minimum four hours per officer and supervisor. You can contact Ofc. Steve Torrence at 809-1007.

Should the Key West Police Department determine additional security is required, Club will pay to City, the payroll costs for City employees (including the City's portion of FICA taxes and pension contributions) and the actual billed cost of additional manpower provided by contract for all personnel deployed as a result of the Poker Run events.

**C. Payment for City Services.**

1. City will provide to the Sunrise Rotary Club an itemized invoice of actual costs incurred for all services rendered in connection with the events approved by this agreement.
2. Pursuant to City of Key West Code of Ordinances Section 6-26 (d), the first one thousand dollars (\$1000.00) of costs for required City services shall not be charged against any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state or federal law. Any nonprofit organization accepting the \$1000.00 waiver shall within ninety (90) days following the event, submit to the City Manager for distribution to the City Commission, an accounting of expenses and revenues incurred and generated during such event.
3. Should there be any additional costs incurred by the City that do not appear in the costs estimates, as the result of additional labor or equipment provided by the City of Key West, the festival organizer or contact person shall be informed by the City department spokesperson or contact person providing the service as soon as possible.

The City department spokesperson or contact person providing the services shall immediately advise the City Manager of the actions taken to add extra labor or equipment.

4. Club will remit payment to City within forty-five (45) days of invoice date.

**IN WITNESS WHEREOF**, Club and City hereby accept and agree to abide by the terms and conditions set forth herein and have hereunto executed this agreement, this \_\_\_\_ day of \_\_\_\_\_ 2011.

**CITY OF KEY WEST, FLORIDA**

By \_\_\_\_\_  
JIM SCHOLL, CITY MANAGER

**ATTEST:**

\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

**SUNRISE ROTARY CLUB OF KEY WEST**

By \_\_\_\_\_  
JERRY SANDER

**WITNESS:**

\_\_\_\_\_