

AGREEMENT

THIS AGREEMENT made between the CITY OF KEY WEST, FLORIDA (City) and the CONCH REPUBLIC INDEPENDENCE CELEBRATION (CRIC), AIDS HELP, INC., THE KEY WEST CULTURAL PRESERVATION SOCIETY (CPS), BOURBON STREET PUB , PETRONIA ST. NEIGHBORHOOD ASSOCIATION, AND XENA FUND (COLLECTIVELY THE "SPONSORING ORGANIZATIONS") for the Conch Republic Independence Celebration activities April 20 through April 29, 2012;

WITNESSETH:

WHEREAS, CRIC will hold a celebration known as the Conch Republic Independence Celebration in the City of Key West April 20 through April, 2012; and

WHEREAS, the Sponsoring Organizations will be conducting various celebration activities specifically cited herein; and

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

WHEREAS, each organization will be responsible for paying the costs of the event; and

NOW, THEREFORE, it is mutually agreed between City and the Sponsoring

Organizations as follows:

**A. CONCH REPUBLIC INDEPENDENCE CELEBRATION
Impromptu Parade on Duval Street Thursday, April 26, 2012, from 8:00 p.m.
to 10:00 p.m.**

1. The parade will begin at Duval and South Streets, following the route

shown on the map attached hereto as Exhibit "A." The City will close the 1300 block of Duval Street from 6:00 p.m. to 8:00 p.m. for use as a staging area for the parade.

2. Police officers will provide security and temporary traffic control with a front and rear escort and block-by-block street closures at the Duval Street intersections until the parade has cleared each intersection.
3. CRIC shall contract for the number of law enforcement officers required by the Key West Police Department for the parade, proof of contracted security to be provided to the Key West Police Department. Should the Chief of Police determine additional security is necessary, CRIC will pay to City the payroll costs (including the City's portion of FICA taxes and pension contributions), and the actual billed cost of the additional services provided.
4. CRIC shall hold the 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 no less than \$1 Million bodily injury and \$50,000 property damage, such certificate naming the City of Key West as additional insured during the event. This certificate of insurance must be on file in the Office of the City Manager prior to the event.

**B. CULTURAL PRESERVATION SOCIETY STREET FAIR
Conch Republic Celebration Crafts Fair on Greene Street between Duval
Whitehead Streets and Fitzpatrick from Green Street to Front Street on
Saturday, April 28, 2012 from 10:00 a.m. to 5:00 p.m.**

1. The City will close those streets and blocks of streets and prohibit parking on such streets from 8:00 a.m. to 6:00 p.m., as indicated on the map attached hereto as Exhibit "B." The Festival will begin at 10:00 a.m. and end at 5:00 p.m.
2. CPS agrees to keep one lane of all blocked streets open at all times during the festival to allow access to any areas of the blocked streets for emergency vehicles.
3. There will be entertainment, arts, crafts, food, and juice drinks. There will be no alcoholic beverages sold/served and/or consumed in the designated areas of the Street Festival.
4. CPS will meet all city, state, and federal sanitation regulations.
5. CPS will advise all vendors not to discard used cooking oils, grease, or any other materials onto City streets or into storm drains. No vendors will be permitted in the projected pedestrian right-of-way at intersections.
6. CPS shall hold the 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 no less than \$1 Million bodily injury and \$50,000 property damage, such certificate naming the City of Key West as additional insured during the event. This certificate of insurance must be on file in the Office of the City Manager.
7. CPS will provide a clean-up crew to remove any and all debris and/or litter resulting from the event and leave the premises in equal or better condition

than prior to the event.

8. CPS must adhere to the recycling plan of the City of Key West.

C. CONCH REPUBLIC DAYS DRAG RACE AT BOURBON STREET PUB

Saturday, April 21, 2012 – 12:00 noon until 5:00 p.m.

1. The City will close the 700 & 800 block of Duval Street from 10:00 a.m. to 5:00 p.m. and prohibit parking.
2. Bourbon Street Pub will hold the 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 no less than \$1 Million bodily injury and \$50,000 property damage, such certificate naming the City of Key West as additional insured during the event. This certificate of insurance must be on file in the Office of the City Manager.
3. Bourbon Street Pub shall contract for the number of law enforcement officers required by the Key West Police Department for the parade, proof of contracted security to be provided to the Key West Police Department. Should the Chief of Police determine additional security is necessary, CRIC will pay to City the payroll costs (including the City's portion of FICA taxes and pension contributions), and the actual billed cost of the additional services provided.
4. Bourbon Street Pub, and Petronia Street Neighborhood Association will provide a clean-up crew to remove any all debris and/or litter resulting from the event and leave the premises in equal or better condition than prior to the

event.

- D. BOURBON STREET PUB
Annual Conch Republic Bed Race
Saturday, April 28, 2012 from 9:00 a.m. to 5:00 p.m.**
1. The City will close those blocks of Duval Street from 9:00 a.m. to 5:00 p.m. and prohibit parking on those blocks as indicated on the map attached as Exhibit "C." The race shall begin at the intersection of Duval and Eaton Streets and continue down Duval Street to the finish line on Olivia Street.
 2. Bourbon Street Pub, and Aids Help, Inc. will hold the 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 no less than \$1 Million bodily injury and \$50,000 property damage, such certificate naming the City of Key West as additional insured during the event. This certificate of insurance must be on file in the Office of the City Manager no later than **Wednesday, April 18, 2012.**
 3. Bourbon Street Bar, and Aids Help, Inc. shall contract and pay for the number of law enforcement officers required by the Key West Police Department to be present during the entire event.
 4. Should the Key West Police Department determine additional security is necessary, Bourbon Street Pub will pay to City the payroll costs (including the City's portion of FICA taxes and pension contributions), and the actual billed cost of additional services provided.

5. Bourbon St. Pub, and Aids Help, Inc. will provide a clean-up crew to remove any all debris and/or litter resulting from the event and leave the premises in equal or better condition than prior to the event.

E. XENA FUND - Pet Walk Tuesday, April 24, 2012 from 5:000 p.m. to 7:00 p.m.

1. Xena Fund will conduct a Pet Walk starting at the Mel Fisher Museum (Clinton Square) Greene Street to the Conch Republic Restaurant. Xena shall contract and pay the number of law enforcement officers required by the Key West Police Department.
 2. Xena Fund will provide a clean-up crew to remove any all debris and/or litter resulting from the event and leave the premises in equal or better condition than prior to the event.
- F. In each instance that the Sponsoring organization closes a street, it shall provide additional garbage cans. The number of additional garbage cans shall be determined mutually by the City Manager and the CRIC.

F. PAYMENT FOR REQUIRED CITY SERVICES

1. Each Sponsoring Organization shall pay to City the total costs for all City services required for their respective event (s) within thirty (30) days of invoice date.
2. Pursuant to City of Key West Code Section 6.26, the 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. Any organization not entitled to the exemption in Paragraph D.2, and/or contracting for the required law enforcement officers through the police union shall remit payment to said officers pursuant to terms and conditions set forth by the Police Benevolent Association (police union) attached hereto as Exhibit "D."

IN WITNESS WHEREOF, the parties hereto hereby accept and agree to abide by the terms and conditions set forth herein, and have hereunto executed this Agreement this _____ day of _____, 2012.

CITY OF KEY WEST FLORIDA

BY _____
JIM SCHOLL
CITY MANAGER

ATTEST:

CHERYL SMITH, CITY CLERK

WITNESS:

CONCH REPUBLIC INDEPENDENCE
CELEBRATION

Peter Anderson, Coordinator

WITNESS:

CULTURAL PRESERVATION SOCIETY

JONATHAN CRAFT, CPS

WITNESS

BOURBON STREET PUB

WITNESS

BOURBON STREET PUB

Jim Gilleran

WITNESS

AIDS HELP

ROBERT WALKER

WITNESS

XENA FUND

ALICE SENTURIA