

AGREEMENT

THIS AGREEMENT made between the CITY OF KEY WEST, FLORIDA (City) and the CONCH REPUBLIC INDEPENDENCE CELEBRATION (CRIC), AIDS HELP, THE KEY WEST CULTURAL PRESERVATION SOCIETY (CPS), BOURBON STREET PUB, PETRONIA ST. NEIGHBORHOOD ASSOCIATION, (COLLECTIVELY THE "SPONSORING ORGANIZATIONS") for the Conch Republic Independence Celebration activities April 19 through April 28, 2013;

WITNESSETH:

WHEREAS, CRIC will hold a celebration known as the Conch Republic Independence Celebration in the City of Key West April 19 through April 28, 2013; 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 25, 2013, 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 indemnify and 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 Greene Street to Front Street on
Saturday, April 27, 2013 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 indemnify and 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 20, 2013 – 1:00 p.m. until 5:00 p.m.

1. The City will close Duval Street from Angela to Truman Avenue from 1:00 p.m. to 5:00 p.m. and prohibit parking.
2. Bourbon Street Pub will indemnify and 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 27, 2013 from 2:00 p.m. to 5:00 p.m.

1. The City will close Duval Street Eaton Street to Truman Avenue from 2:00 p.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 indemnify and 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 17, 2013.**
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. 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 _____, 2013.

CITY OF KEY WEST FLORIDA

BY _____
Bogdan Vitas
CITY MANAGER

ATTEST:

CHERYL SMITH, CITY CLERK

WITNESS:

CONCH REPUBLIC INDEPENDENCE
CELEBRATION

PETER ANDERSON, CHAIRPERSON

WITNESS:

CULTURAL PRESERVATION SOCIETY

ELISE SCOTT, CPS

WITNESS

BOURBON STREET PUB

BOB OBERLE

WITNESS

WITNESS

AIDS HELP

BRYAN GREENE

PETRONIA STREET NEIGHBORHOOD
ASSOCIATION

BOB OBERLE

CONCH REPUBLIC INDEPENDENCE CELEBRATION 2013

REQUIREMENTS FOR THE EMPLOYMENT OF

OFF-DUTY KEY WEST POLICE OFFICERS

Police Officers working special details are employed through the police union at the hourly rate of \$40.00 per hour per officer, with a four hour minimum; four or more officers require one supervisor to be paid at the rate of \$45.00 per hour with a four hour minimum. If, for any reason, there is a change in the scheduled reporting time for police officers, you must contact Officer Steve Torrence at least twenty-four hours in advance of the scheduled reporting time for police officer(s). Failure to notify Officer Steve Torrence within the specified time will obligate you to pay the officer(s) the four hour minimum required by the police union. All officers are normally to be paid the day of the event at the site.

Should the Key West Police Department determine additional security is required, additional officer(s) will be assigned. Costs for any additional officers will be dependent upon the availability of off-duty officers.

EXHIBIT "D"