

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KEY WEST, FLORIDA (City) and the CONCH REPUBLIC INDEPENDENCE CELEBRATION, LLC (CRIC), A.H. OF MONROE COUNTY, INC., KEY WEST CULTURAL PRESERVATION SOCIETY, INC. (CPS), BOURBON STREET PUB, INC., PETRONIA ST. NEIGHBORHOOD ASSOCIATION, INC. (COLLECTIVELY THE "SPONSORING ORGANIZATIONS") for the Conch Republic Independence Celebration activities April 17 through April 26, 2015.

WITNESSETH:

WHEREAS, CRIC will hold a celebration known as the Conch Republic Independence Celebration in the City of Key West April 17 through April 26, 2015; 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 Organization as follows:

- A. **CONCH REPUBLIC INDEPENDENCE CELEBRATION**
Impromptu Parade on Duval Street Thursday, April 23, 2015, 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 defend, 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 per occurrence for bodily injury and 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 25, 2015 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 defend, 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 per occurrence for bodily injury and 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 18, 2015 – 12:00 noon until 5:00 p.m.

1. The City will close Duval Street from Angela to Truman Avenue from 12:00 noon to 5:00 p.m. and prohibit parking.
2. Bourbon Street Pub, Inc., shall defend, 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 per occurrence for bodily injury and 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, Inc., 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, Bourbon Street Pub, Inc., 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, Inc., and Petronia Street Neighborhood Association, 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.

**D. BOURBON STREET PUB
Annual Conch Republic Bed Race
Saturday, April 25, 2015 from 2:00 p.m. to 5:00 p.m.**

1. The City will close Duval Street Eaton Street to Truman Avenue from 12:00 noon 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, Inc., and A.H. of Monroe County, Inc. shall defend, 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 per occurrence for bodily injury and 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.
3. Bourbon Street Pub, Inc., and CPS 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, Inc., 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, Inc. and CPS 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 F.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 _____, 2015.

CITY OF KEY WEST FLORIDA

BY _____
JIM SCHOLL
CITY MANAGER

ATTEST:

CHERYL SMITH, CITY CLERK

WITNESS:

CONCH REPUBLIC INDEPENDENCE
CELEBRATION, LLC

BY: _____
SHEILA SANDS-DEVENDORF,
MANAGER

WITNESS:

KEY WEST CULTURAL
RESERVATION SOCIETY, INC.

BY: _____
DON SULLIVAN, CHAIRMAN

WITNESS

BOURBON STREET PUB, INC.

BY: _____
JOSEPH J. SCHROEDER, PRES.

WITNESS

A.H. OF MONROE COUNTY, INC.

BY: _____
CHRISTOPHER ELWELL, PRES.

WITNESS

PETRONIA STREET NEIGHBORHOOD
ASSOCIATION, INC.

BY: _____
JOSEPH J. SCHROEDER, PRES.

CONCH REPUBLIC INDEPENDENCE CELEBRATION 2014

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"