

AGREEMENT

THIS AGREEMENT made between the CITY OF KEY WEST, FLORIDA, hereinafter called "City" and the KEY WEST TOURIST DEVELOPMENT ASSOCIATION, INC. hereinafter called "Association" for the annual Fantasy Fest celebration during October 2011 – 2015.

WITNESSETH:

WHEREAS, Association will hold a celebration known as Fantasy Fest in the City of Key West ;

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

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

A Masquerade March, the Friday before the parade.

1. There will be two pedestrian processions, each being led by a musical band, leaving the Key West Cemetery at 5:00 p.m. and arriving on Duval Street at approximately 7:30 p.m. The exact route of the processions will be as indicated on the map attached hereto as Exhibit "C".
2. Association shall contract and pay for a total of eight law enforcement officers to ensure traffic control and the safety of the participants. Each pedestrian procession must have a law enforcement escort vehicle at the front and at the rear of each procession.

-B Fantasy Zones – During Friday Street Fair & Saturday Parade.

1. The Fantasy Zones are identified on exhibit A. Association shall:
 - a. Arrange for trash and recycle receptacles and post signs in letters no less than "2" in height as follows **"NO ALCOHOLIC BEVERAGES, BODY PAINTING OR PERSONS IN VIOLATION OF THE NUDITY ORDINANCE ALLOWED BEYOND THIS POINT"**
"Clothing required beyond the Fantasy Zone"

- b. Assign monitors to patrol the Fantasy Zones requesting persons leaving to deposit all alcoholic beverages into trash and recycle receptacles and advising participants of the city's nudity laws.
 - c. Shall provide port-a-potties as directed by the City Manager.
 - d. Assure that persons engaged in body painting and airbrushing are not located on public property.
2. City agrees to provide barricades, traffic regulatory signs, close those streets and portions of streets, and prohibit parking on said streets as indicated on Exhibits "B," and "D" attached hereto, as follows:
- a. **Street Fair:** Street Closure from 10:00 a.m. (closed for set up of vendors) a.m. to 12:00 midnight. **The street fair will begin at 12:00 noon and end at 10:00 p.m.** All streets must be cleared and open no later than 12:30 a.m. or until it is safe to open the street. **No face painting or body painting booths will be allowed on streets.**
 - b. **Promenade:** Street closure from 9:00 a.m. to 5:00 p.m. **The Promenade hours shall be from 10:00 to 5:00 p.m.** Duval Street must be cleared no later than 6:00 p.m. Except for the area of Greene and Duval Streets.

City licensed HRCC Zone mobile vendors will be allowed on side streets from 12:00 noon to 10:00 p.m. HRCC Vendors wishing to remain on the streets until 10:00 p.m. must relocate to designated side streets. City will supply letter to Association naming approved vendors, the number and exact location. These HRCC Zone mobile vendors must remain in location assigned by police department which will not interfere with fire lanes and Fantasy Fest Street Fair Vendors.

Food booths will set be set up at 10:00 a.m. on Greene, Caroline, Fleming, Petronia and Southard streets. Please refer to Exhibit "B".

- c. **Saturday evening:** The parade will begin at 7:00 p.m. and end at approximately 10:30 p.m as indicated on Exhibits "E". Nudity will not be permitted.

3. Association shall contract and pay for law enforcement officers from the Key West Police Department and the Monroe County Sheriff's Office for the required number of law enforcement officers for the Fantasy Zones, the Street Fair, and Promenade Saturday evening (including the City's portion, if applicable).

Should the Key West Police Department determine additional security is required, additional officer(s) will be assigned.

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 practical.

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

Requirements for the employment of off-duty Key West Police Officers is attached hereto as Exhibit "F". City will provide Association with the list of Key West Police Officers working the events.

4. Association shall advise all vendors not to discard used cooking oils, grease, or any other materials onto City streets or into storm drains.
5. No vendors will be permitted in the projected pedestrian right-of-way at Intersections.
6. Association agrees to keep one lane of all blocked streets open at all times during the events to allow access to any areas of the blocked streets for emergency vehicles.
7. Association will provide portable toilets to be available to the public during all events, as required by the city manager or designee Friday & Saturday only.
8. City will provide extra trash receptacles for use during the events. Association shall pay costs for two pick-ups and disposal charges for referenced trash and recycle receptacles.
9. City will provide clean-up crews to remove all litter resulting from the events, with costs of said clean-up to be paid by Association, as provided

for in Exhibit "G" of this Agreement.

E. Insurance and Indemnity Requirements.

Association shall:

1. Provide comprehensive liability insurance insuring itself and City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with events permitted by City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of \$2 Million coverage for bodily injury arising out of one incident and \$10 Million Dollars aggregate. This policy shall show City as an additional named insured and a copy shall be provided to the Special Events Section of the City Manager's Office no later than three weeks before the Fantasy Fest's first event.
2. Indemnify and hold City harmless from all losses, claims, damages, liabilities, and expenses which may be incurred by City or which may be claimed against City by any person, firm, to the person or property of any person, firm, corporation, or entity, which are consequent or arise from the activities of Association or its equipment, employees, agents, guests, licensees, or invitees for the Associations activities or which damages/injuries are consequent or arise from Associations failure to comply with all applicable laws, statutes, ordinances, and regulations.

F. Payment for City Services

1. Attached hereto as Exhibit "G" is City's good faith estimate of costs for City services for the Fantasy Fest events approved under this agreement. It is understood this estimate is based on actual services provided by City during the 2010 Fantasy Fest and the information provided by Association for the previous year.
2. City will provide to Association an itemized invoice of actual costs incurred for all services rendered in connection with the events approved by this Agreement.
3. Association will remit payment to City within forty-five (45) days of invoice date an amount up to the sum of \$ 55, 750.00 for those services itemized on the invoice with the understanding Association will remit

payment directly to all contracted off-duty law enforcement officers and make arrangements for privately contracted clean-up services to assist with the clean-up during the Fantasy Fest events on Friday and Saturday. Each year, thereafter, Association will be billed an amount up to the sum of \$55,750.00 plus 3% every year after till 2015.

The annual fee \$55,750 cap includes all services, whether paid for directly by Association for Tourism Development or provided by the City.

G. Term

1. The term of this agreement shall be for five (5) years and shall apply to the Fantasy Fest activities for the years 2011 to 2015. Each year, no later than 120 days before Fantasy Fest, the Association shall supply to the City that year's schedule of events which shall become an attachment to this Agreement. In addition, a new exhibit G" pursuant to paragraph F.1 shall be attached to this Agreement each year. Its terms shall be at the mutual agreement of the parties.

IN WITNESS WHEREOF, Association and City hereby accept and agree to abide by the terms and condition set forth herein, and have hereunto executed this Agreement, this day of _____, 2011.

CITY OF KEY WEST

By _____
JIM SCHOLL, CITY MANAGER

ATTEST:

CHERYL SMITH, CITY CLERK

KEY WEST TOURIST DEVELOPMENT ASSOCIATION

By _____
BILL MURPHY, PRESIDENT

ATTEST:

Secretary

FANTASY FEST 2011 THROUGH 2015

REQUIREMENTS FOR THE EMPLOYMENT OF

OFF-DUTY KEY WEST POLICE OFFICERS

Cost for the police officers working special details will be negotiated between the Special Event Coordinator and the Fantasy Fest Committee. If, for any reason, there is a change in the scheduled reporting time for police officers, you must contact the Special Event Coordinator at least twenty-four hours in advance of the scheduled reporting time of the officer(s). Failure to notify the Special Event Coordinator within the specified time will obligate you to pay the officer(s) the four hour minimum required by the police union.

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 "F"