

A G R E E M E N T

THIS AGREEMENT made between the CITY OF KEY WEST, FLORIDA, hereinafter called "City," and the Phil Peterson's Key West Poker Run, LLC hereinafter called "Club," for the Annual Poker Run celebration September 15 and 16, 2017;

W I T N E S S T H:

WHEREAS, Club will host the Poker Run in the City of Key West on September 15 and 16, 2017; and

WHEREAS, the celebration will require the provision of additional or extraordinary support services from the 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 Eaton Street to Front Street, Greene Street from Simonton to Whitehead Street and Caroline Street from Whitehead to Simonton 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 and Caroline Street, shall remain open. Charles & Rose Lane shall remain closed.
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. 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.
2. Officer rate \$45.00 per hour (minimum of 4 hours). Supervisor rate \$50.00 per hour (minimum of 4 hours). Motor Officer rate is \$45.00 (minimum of 4 hours). 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 Police & Fire Department determine additional security is required, Club will pay directly to officers working the event the actual billed cost of additional staffing provided by contract for all personnel deployed as a result of the Motorcycle Bike Week events.

C. Payment for City Services.

1. Police and Fire Department will provide to the Phil Peterson' an itemized invoice of actual costs incurred for all services rendered in connection with the events approved by this agreement. Payment should be made directly to the officers working the event.
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.
5. Club will remit payment to Police & Fire within (7) days upon receipt of invoice.

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 _____ 2017.

CITY OF KEY WEST, FLORIDA

By _____
JIM SCHOLL, CITY MANAGER

ATTEST:

CHERYL SMITH, CITY CLERK

PHIL PETERSONS KEY WEST POKER RUN, LLC

By _____
PHIL PETERSON

WITNESS:
