

RESOLUTION NO. :01-01-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH AN ORGANIZATION KNOWN AS PASSAGEMAKER TRAWLER FEST TO HOST AN EVENT AT THE LAKE PARK HARBOR MARINA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marina known as the Lake Park Harbor Marina (the Marina) which leases slips to the operators of both recreational and commercial vessels; and

WHEREAS, PassageMaker Trawler Fest (Trawler Fest) proposes to hold a Trawler Fest event (the Event) at the Lake Park Harbor Marina from Monday, February 24, 2014 until March 3, 2014; and

WHEREAS, Trawler Fest negotiated terms with the Town Manager and Marina Director to use the Marina to host the Event at the Marina; and

WHEREAS, the Town Manager and Marina Director have recommended to the Town Commission that entering into an Agreement with Trawler Fest is in the best interests of the Town and the Marina.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement with Trawler Fest. A copy of the Agreement is attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall be effective upon adoption.

The foregoing Resolution was offered by Commissioner O'Rourke who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	___
COMMISSIONER KATHLEEN RAPOZA	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 01-01-14 duly passed and adopted this 15 day of January, 2014.

TOWN OF LAKE PARK, FLORIDA

BY: James Dubois
JAMES DUBOIS
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY

EXHIBIT "A"

**AGREEMENT FOR HOSTING TRAWLER FEST
AT THE LAKE PARK HARBOR MARINA**

This Agreement for Hosting a Trawler Fest (Agreement) is entered into this __ day of January 2014 between Yachting Promotions Incorporated d/b/a PassageMaker Trawler Fest, whose address is 1115 NE 9th Avenue, Fort Lauderdale, FL 33304 (hereinafter "Trawler Fest") and the Town of Lake Park, whose address is 535 Park Avenue, Lake Park, Florida 33403 (hereinafter the "Town").

RECITALS

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marina known as the Lake Park Harbor Marina (the Marina) which leases slips to the operators of both recreational and commercial vessels; and

WHEREAS, Trawler Fest has proposed to host an exhibition of vessels known as a "Trawler Fest" and to dock those vessels participating in the event at the Lake Park Harbor Marina (the Marina); and

WHEREAS, the Town agrees to authorize Trawler Fest to host an event, open to the public for an admission fee at the Marina based upon certain conditions and terms as set forth herein.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.**

The above recitals are true and correct and are hereby incorporated herein.

2. **THE TRAWLER FEST EVENT.**

The Trawler Fest Event (the Event) will be held at the Marina from Monday, February 24, 2014 until Monday, March 3, 2014.

3. **SLIPS LEASED AND TERM OF LEASES.**

The Town agrees to lease a total of 75 Slips as enumerated below to Trawler Fest from 9:00 a.m. February 26, 2014 through 6:00 p.m. March 1, 2014.

- A 10 – A 20 = 10 slips
- B 21 – B 30 = 10 slips

- C 31 – C 37 = 7 slips
- D 38 – D 59 = 22 slips
- E 60 – E 85 = 26 slips
- 75 Total slips to be provided (including use of the side ties on the fishing pier).

4. **SLIP RENTAL FEES, ELECTRICAL CHARGES, AND DEPOSIT.**

Trawler Fest shall pay to the Town a slip rental fee of \$1.50 per lineal foot of vessel per day for each day for the 75 slips.

Trawler Fest shall pay electrical station charges at a rate of \$6.00 per day for 30 amp service and \$8.00 per day for 50 amp service.

Trawler Fest shall pay to the Town an event deposit equal to 50% of the total cost of the 75 slip rentals which have been reserved as set forth hereinabove. The deposit shall be paid within 14 calendar days of the execution of this Agreement. The balance of the Slip Rental Fees shall be paid on or before May 15, 2014.

5. **TERMS AND CONDITIONS.**

- A. The Town shall allow Trawler Fest to set up one dedicated point of pedestrian entry into the north side main entrance to the Marina so that Trawler Fest may charge admission to the general public during days of the Event.

During the Event, Trawler Fest agrees that the daily admission price for Lake Park Residents, with proof of residency, shall be discounted by \$5.00 from the admission it charges. Furthermore, Trawler Fest agrees that there shall be no charge for admission to the Marina for Lake Park residents, with proof of residency, whose only purposes are for fishing from the public pier, walking, and observation from the public pier, or walking (including walking with their dogs provided the dogs are controlled on a leash).

- B. Trawler Fest shall be responsible for the coordination of all vendor operations. Vendor operations during the Event shall be limited to the area within the internal parking circle at the North end of the Marina property, or immediately south of the Dock Master building.

- C. Trawler Fest shall arrange for and pay for a minimum of 2 portable toilets suitable in size to accommodate the number of attendees projected for the Event. The payment for, delivery and off-loading of the portable toilets shall be solely the responsibility of Trawler Fest. The location of portable toilets shall be subject to the approval of the Marina Director.

- D. Trawler Fest agrees to coordinate with the Marina Director to incorporate the Town's regular monthly Sunset Celebration, which has already been scheduled for Friday, February 28, 2014. The Town agrees not to schedule any local vendors who typically participate in the Sunset Celebration unless those vendors have agreed to be on site with Trawler Fest during the Event.
- E. The rafting of vessels during the Event is strictly prohibited without the advance written consent of the Marina Director.
- F. Trawler Fest shall advise all exhibitors participating in the Event that the discharge from their vessels of wastewater and/or sewage from vessels docked at the Marina is only permitted at designated pump out locations in the Marina.
- G. The Town agrees to make its meeting room at the Marina building available to Trawler Fest at no cost to be used as classroom space from Monday, February 24th through Saturday, March 1st.

6. **SECURITY.**

Trawler Fest shall provide whatever level of overnight manned security it deems necessary to protect its exhibitors' vessels from and against any unauthorized entry, damages or theft to vessels from 6:00 p.m. Wednesday February 26, 2014 to 8:00 a.m. Saturday, February 27th.

7. **PARKING ALONG LAKE SHORE DRIVE/ PARKING METERS.**

Trawler Fest shall control all "over flow" vehicular parking along Lake Shore Drive from approximately the boat launching facility heading north to Kelsey Park for purposes of minimizing congestion and various impact on adjacent residential properties.

The Marina agrees not to charge parking fees at the Marina from Monday, February 24th until Monday, March 3rd.

8. **SIGNS/PERMITS.**

Trawler Fest may erect informational signs no later than February 1, 2014. The number and location of the signs shall be subject to the approval of the Marina Director. The purpose of these signs is to adequately inform the public that the boat launching facilities at the Marina will be temporarily closed to the public during the Event. Trawler Fest may erect signs and banners on the Marina property subject to the approval of the Marina Director and in compliance with the Code of Ordinances of the Town of Lake Park.

Trawler Fest shall be responsible for obtaining any permits required by the Town or any other governmental entity with jurisdiction for the Event.

9. **INSURANCE.**

Trawler Fest shall provide the Town with proof of comprehensive general liability insurance limits in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate and include the Town as an additional insured.

10. **INDEMNIFICATION.**

Trawler Fest and its sister corporation Show Management shall indemnify, defend, and save harmless the Town, its elected and appointed officials, agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the Town, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with Trawler Fest and/or Show Management, its subcontractors, its agents, or employees, activates at the Park as permitted pursuant to this Agreement.

11. **TRASH.**

Trawler Fest shall be responsible for the arrangement and payment of trash details during the Event.

12. **STORAGE.**

- A. Trawler Fest's sister corporation, Show Management shall be allowed to set up a 52' trailer on the grounds at the north end of the Marina. The trailer may be used for storage from Monday, Feb. 24th through Monday, March 3rd. The exact location of the trailer shall be subject to the approval of the Marina Director.
- B. Trawler Fest shall provide an 8' x 8' x 16' storage pod in the vicinity of the Exhibitors tents located in the north parking lot. The delivery and off-loading of the storage pods shall be solely the responsibility of Trawler Fest. The specific location of the storage pod shall be subject to the approval of the Marina Director.
- C. The Town agrees to make its meeting room available to Trawler Fest at no cost for receiving and storage of event materials from Monday, February 17th through Friday, February 21st.

13. **INSPECTION.**

The Marina Director and a representative of Trawler Fest shall jointly inspect the Marina no less than 48 hours prior to the beginning of the Event to determine if there are any damages or defects to Marina facilities. Within 24 hours after the end of the Event, the Marina Director and a representative of Trawler Fest shall again jointly inspect the Marina and note any damages which may have occurred to the Marina during the Event. In the event of damages determined by the Marina Director to be attributable to Trawler Fest, Trawler Fest agrees that it will pay for

and cause such repairs as may be necessary to be made within 5 business days. In the event the damages are determined to require extensive repair, as determined by the Marina Director, including but not limited to those that may require building permits, Trawler Fest agrees the Town may contract with a contractor of its choice to make the repairs, and that Trawler Fest shall fully reimburse the Town for same.

14. **IMPROVEMENTS.**

Trawler Fest may install or contract with others to install certain temporary physical improvements to the Marina in connection with the production of the even with the express written consent of the Marina Director.

15. **NOTICES**

All notices required hereunder shall be made to the parties at the address listed below:

To Trawler Fest:

Yachting Promotions Incorporated
d/b/a Passagemaker Trawler Fest
1115 NE 9th Avenue
Fort Lauderdale, FL 33404

And

Cynthia Salvatore, Events Manager
105 Eastern Avenue, Suite 203
Annapolis, Maryland 21403

and in the case of the Town, to:

THE TOWN OF LAKE PARK
c/o Town Manager
535 Park Avenue
Lake Park, Florida 33403

16. **GOVERNING LAW/VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, West Palm Beach, Florida.

17. **ASSIGNMENT.**

This Agreement may not be assigned may not be assigned by Trawler Fest without the written approval of the Town. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

18. **SEVERABILITY.**

In the event that any sentence, section, paragraph, or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. **WAIVER.**

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

20. **ENTIRE AGREEMENT.**

This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and Trawler Fest.

21. **ATTORNEY FEES.**

In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: Vivian Mendez
Vivian Mendez, Town Clerk
TOWN OF LAKE PARK
FLORIDA

By: James Dubois
James Dubois, Mayor
Date: 11/15/14

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Thomas J. Baird
Thomas J. Baird, Town Attorney

WITNESSES: YACHTING PROMOTIONS INCORPORATED
d/b/a PASSAGE MAKER TRAWLER FEST

Camela M Cambino Bertholdo
Print Name: Camela M. Cambino Bertholdo
Geoff Leech
Print Name: Geoff Leech

By: Cynthia Salvatore
Print Name: CYNTHIA SALVATORE
Title: Events Manager