

RESOLUTION NO. 803

A RESOLUTION OF THE TOWN OF SEWALL'S POINT TOWN COMMISSION ADVISING THE FLORIDA DEPARTMENT OF TRANSPORTATION THAT THE TOWN SUPPORTS THE CLOSURE OF THE STUART CAUSEWAY DURING THE STUART SAILFISH REGATTA

WHEREAS, the Town Commission of the Town of Sewall's Point recognizes and agrees with the need to promote tourism based upon Martin County's most sought resource, which is the Indian River Lagoon and the waterways thereto attached; and

WHEREAS, the Stuart Sailfish Regatta hydroplane boat race will revive the boat races that were previously held between Sewall's Point and Hutchinson Island in the past in the region. The regatta organizers have requested closure of the Stuart Causeway during the event for a spectator viewing area; and

WHEREAS, Florida's economy depends on its multi-billion dollar tourism industry, which has resulted in millions of visitors coming to the State of Florida, which generates billions of dollars in taxable sales for the residents of Florida and each county therein; and

WHEREAS, the Stuart Sailfish Regatta will provide excellent recreational and spectator opportunities for the Town of Sewall's Point and Martin County visitors and residents as well as generate a positive economic impact on area businesses and the community; and

THEREFORE, be it resolve, that the Town Commission of the Town of Sewall's Point advises the Florida Department of Transportation (FDOT) that it has entered into a special event agreement with Stuart Sailfish Regatta, Inc., (a copy of which is attached hereto as exhibit "A"), and based on that agreement the Town support the closure of the Stuart Causeway for the Stuart Sailfish Regatta from 7:00 p.m. on May 15 through 9:00 p.m. on May 17, 2015, and request that FDOT allow closure requested to facilitate the event.

Section 1. The whereas clauses incorporated herein as true and correct.

Section 2. The Town Manager shall work with the Town Attorney to strengthen the insurance provisions in the agreement.

Section 3. This Resolution shall take effect immediately upon adoption.


DULY ADOPTED at a regular meeting this 27th day of January 2015.

TOWN OF SEWALL'S POINT, FLORIDA




Paul Luger, Mayor

ATTEST:



Lakisha Q. Burch, Town Clerk
(TOWN SEAL)



Glen J. Torcivia, Town Attorney
Florida Bar No. 343374

Approved as to form and legal sufficiency

**EXHIBIT A TO
RESOLUTION 803
SPECIAL EVENT AGREEMENT**

This Special Event Agreement (“Agreement”) is made and entered into as of this **24th** day of **February, 2015** by and between the TOWN OF SEWALL’S POINT (“Town”), a Florida Municipal Corporation, with a principal place of business at One South Sewall’s Point Road, Sewall’s Point, FL, 34996 and STUART SAILFISH REGATTA, INC. (“Promoter”), a Florida Non-Profit Corporation, with a principal place of business at 555 Northeast Ocean Boulevard, Stuart, FL 34996.

WHEREAS, Promoter desires to hold the Stuart Sailfish Regatta (“Event”) from May 15 through May 17, 2015 in the unincorporated area of Martin County, Florida, and adjacent to the Town, which may impact public property and rights of way of the Town: and

WHEREAS, on January 27, 2015, the Town Commission adopted Resolution **803** (“Resolution”) approving the closure of the Stuart causeway for support of the Event: and

WHEREAS, Promoter desires to work with Town to ensure the Event is planned in cooperation with the Town, so as to cause minimal disruption to the Town’s residents relating to traffic, parking, noise, waste, security and other matters affecting the health, safety and welfare of Town residents, as provided in this Agreement; and

WHEREAS, Promoter represents and warrants to the Town that it has the personnel, resources and experience to provide the services specified herein.

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Incorporation of Recitals

The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

Event Review

Between January 1, 2014 and February 1, 2014, Promoter shall attend a Town Commission meeting to outline to the Town Commission the overall plans for the event including, traffic plan, emergency evacuation plan, parking, security, and cleanup.

Resident Notification

Promoter agrees to mail to each household located within the Town boundaries a postcard or letter, approved by the Town Manager, no later than April 3, 2015. The postcard or letter shall provide the dates and time of the events and such other information as Promoter deems appropriate, including the closure of the Ernest Lyons Bridge. The Town Manager shall review the postcard or letter and respond to the Promoter within five (5) business days of receipt from the Promoter. The Town Manager's failure to respond to Promoter with his approval or request for modification on or before said date will be deemed Town Manager approval of same. Promoter shall mail said postcard or letter to the last known address of record by the Martin County Property Appraiser and Promoter shall provide the Town an affidavit confirming such mailing has taken place.

Security

a. Promoter shall pay the Town for overtime costs of Town police providing additional security for areas of the Town affected by the Event up to a maximum of \$1,900.00. The Town shall provide Promoter with an invoice, for overtime costs, within a reasonable time after the conclusion of the Event, and Promoter shall make payment of said invoice made within ten (10) business days of the date on the Town's invoice, to the Town Manager's office.

b. Promoter shall provide private security to the Indialucie subdivision at its two entranceways on North River Road and North Sewall's Point Road from May 15-17, 2015 between the hours of 8 a.m. and 5 p.m. each day.

Bridge Opening/Closing

Promoter shall be making application to the Florida Department of Transportation (FDOT) to close the Ernest Lyons Bridge from 7:00 P.M. May 15, 2015 through 9:00 P.M. May 17, 2015, and shall

notify the Town once FDOT responds to such request. The Town agrees to cooperate to the extent requested by either the Promoter or FDOT to confer its support of the closure of the bridge as set forth in Resolution 803.

Traffic, Parking & Evacuation Control Plan

Prior to January 7, 2015, Promoter shall provide the Town Manager with a comprehensive Traffic, Parking, and Evacuation Control plan that: 1) addresses how Promoter will install physical boundaries (e.g. tape, 'No Parking' signs, etc.) within the Town's jurisdiction, to prevent unlawful parking during the Event; 2) specifies how many 'No Parking' signs will be provided to the Town; and, 3) addresses evacuation concerns due to the temporary but significant increase in population caused by the Event.

Waste Disposal/Cleanup

a. Promoter shall remove all Event-related waste and debris located in the Town within forty-eight (48) hours of the conclusion of the Event.

b. Should Promoter fail to fully fulfill its responsibilities in subparagraph a above, Promoter shall pay the Town for any costs incurred in the removal of out-of-the-ordinary waste and debris found on or after May 20, 2015, which the Town, in its reasonable discretion and based on the location of the waste and debris, has reason to believe is associated with the Event, up to a maximum of \$1,000.00. Promoter shall make said payment within ten (10) business days of the date on the Town's detailed invoice, to the Town Manager's office.

Insurance

Promoter shall name Town as an additional insured on its Event insurance policies, including, but not limited to, its general liability insurance policy for Event.

Relationship of Parties

Nothing in this Agreement shall create any relationship between the parties hereto other than that of Town and Promoter, and it is acknowledged and agreed that the Town does not in any way or

for any purpose become a partner of the Promoter in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with the Organization.

Disclaimer

Under no circumstances is the Town responsible for any of the contents, actions, or services associated with the Promoter or its activities and programs.

Waiver

No delay or omission of the exercise of any right of the Town or any waiver of any breach or violation of the Promoter by the Town under this Agreement shall be construed as a continuing waiver of consent to any subsequent breach or violation.

Entire Agreement

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Modification of Agreement

Any modification of this Agreement shall be binding only if evidenced in writing signed by the Promoter and approved by the Town.

Assignments; Binding Effect

This Agreement shall not be assigned by Promoter unless prior written approval is granted by the Town.

Severability

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Town and Promoter, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Applicable Law and Forum Selection

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action under this Agreement, venue shall be in Martin County, Florida.

Waiver of Right to Jury Trial

ORGANIZATION AND TOWN HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY SHOULD ANY ACTION BE FILED.

Time of the Essence

It is specifically declared that time is of the essence in all provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the date first above written.

TOWN OF SEWALL'S POINT

STUART SAILFISH REGATTA, INC.

Signature

Signature

Print Name

Print Name

Title

Title