

RESOLUTION NO. 821

**A RESOLUTION OF THE SEWALL'S POINT TOWN COMMISSION
SUPPORTING THE CLOSURE OF THE STUART CAUSEWAY
DURING THE STUART SAILFISH REGATTA**

WHEREAS, the Town Commission of the Town of Sewall's Point supports the promotion of tourism in Martin County; and

WHEREAS, the Stuart Sailfish Regatta hydroplane boat race, which will promote tourism centered around the Indian River Lagoon waterways, has requested closure of the Stuart Causeway during the event for a spectator viewing area; and

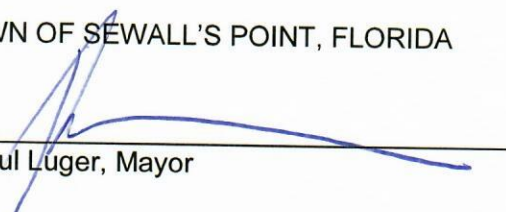
WHEREAS, the Stuart Sailfish Regatta will provide excellent recreational and spectator opportunities for the Town of Sewall's Point and Martin County visitors and residents as well as generate a positive economic impact on area businesses and the community;

NOW THEREFORE be it resolved by the Town Commission of the Town of Sewall's Point that the Town Manager is directed to execute the Special Event Agreement with Stuart Sailfish Regatta, Inc. attached hereto as Exhibit A; and

FURTHER, that based on said Agreement, the Town of Sewall's Point advises the Florida Department of Transportation that the Town supports the closure of the Stuart Causeway for the Stuart Sailfish Regatta from 7:00 p.m. on May 20, 2016, through 9:00 p.m. on May 22, 2016, and request that FDOT allow closure requested to facilitate the event.

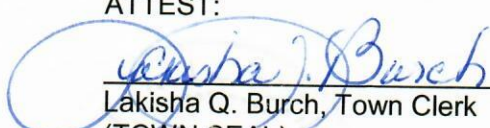
DULY ADOPTED at a regular meeting this 17th day of November, 2015.

TOWN OF SEWALL'S POINT, FLORIDA

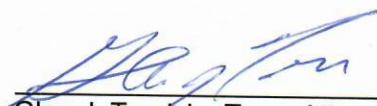


Paul Luger, Mayor

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 821**

SPECIAL EVENT AGREEMENT

This Special Event Agreement (“Agreement”) is made and entered into as of this 17th day of November, 2015, by and between the TOWN OF SEWALL’S POINT (“Town”), a Florida municipal corporation, with its Town Hall located 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 3320 NE Sugarhill Avenue, Jensen Beach FL 34957.

WHEREAS, Promoter desires to hold the Stuart Sailfish Regatta (“Event”) from May 20th through May 22nd, 2016 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 November 17, 2015, the Town Commission adopted Resolution 821 (“Resolution”) approving the closure of the Stuart causeway for support of the Event in consideration of the terms and conditions set out in this Special Event Agreement; 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:

1. **Incorporation of Recitals:** The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.
2. **Event Permits:** A copy of permits from the following agencies will be provided to the Town Manager upon issuance:
 - a. **Florida Department of Transportation (FDOT)**
 - b. **United States Coast Guard (USCG)**
 - c. **Martin County Parks & Recreation**
 - d. **Martin County Airport Authority**
3. **Resident Notification:** On or before the 18th day of April, 2016, Promoter agrees to mail to each household located within the Town of Sewall’s Point a postcard or letter, approved by the Town Manager, providing the dates and time of the events and such other information as Promoter deems appropriate, including the times of 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's 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.

4. **Coordination of Traffic & Security Plans:** Not later than one (1) week before the Event, Promoter shall meet with the Town Manager and Chief of Police to finalize implementation of Event plans, including without limitation the following:
 - a. **Traffic and Parking:** Promoter will coordinate and communicate with the Chief of Police regarding traffic and parking plans associated with the Event. Promoter agrees and acknowledges that there shall be no Event parking on Town Property or on the rights-of-way of the Town. Promoter shall provide twelve (12) 'No Parking' signs for the Town's use during the Event.
 - b. **Security:** If deemed necessary by the Chief of Police, 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 to be paid within ten (10) business days of the date on the Town's invoice; and 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 21st to May 22nd, 2015 between the hours of 8 a.m. and 5 p.m. each day.
5. **Waste Disposal/Cleanup:** Promoter shall remove all Event-related waste and debris located in the Town within forty-eight (48) hours of the conclusion of the Event. Should Promoter fail to fully fulfill this responsibility, Promoter shall reimburse the Town for any costs incurred in the removal of out-of-the-ordinary waste and debris found on or after said 48 hour period, which the Town, in its reasonable discretion 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.
6. **Insurance and Indemnification:** Promoter shall, at its sole cost and expense, maintain liability, property damage and other insurance it deems necessary to cover the Event with liability limits in amounts sufficient to ensure performance by the Promoter of all of the indemnities granted to the Town under this Agreement. Promoter shall also name the Town as an additional insured on its Event insurance policies, including, but not limited to, its general liability insurance policy for Event. Prior to the Event, the Promoter shall deliver to the Town certificates of insurance which the Promoter is required to purchase and maintain for the Event. The Promoter understands that the insurance and the insurance limits required for the Event shall not be deemed as a limitation on the Promoter's liability under the indemnities granted to the Town under this Agreement. The Promoter agrees to waive any rights of recovery or claims against the Town to the extent the loss at issue is covered by Promoter's insurance for the Event. The Promoter shall cause its insurance carriers to waive their respective rights of subrogation with respect to the same.

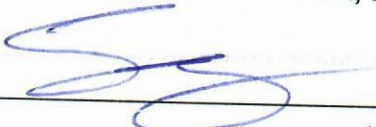
Promoter shall indemnify, hold harmless and defend the Town, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, and all court and dispute resolution costs (including any appeals), which may arise out of the Event or which may arise directly or indirectly due to the negligence, recklessness,

wrongful misconduct, or other fault, in whole or in part, of the Promoter, its officers, agents or employees. Promoter recognizes the broad nature of this indemnification covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Town in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements shall not relieve the Promoter of its liability and obligation to defend, hold harmless and indemnify the Town as set forth in this section or elsewhere in this Agreement. Nothing in the Agreement shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in sec, 768.28, Fla. Stat.

7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Assignments; Binding Effect:** This Agreement shall not be assigned by Promoter unless prior written approval is granted by the Town.
13. **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.
14. **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.
15. **Waiver of Right to Jury Trial:** PROMOTER AND TOWN HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY SHOULD ANY ACTION BE FILED.
16. **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.

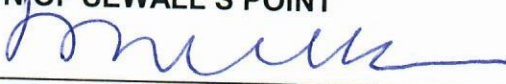
STUART SAILFISH REGATTA, INC.

By:  _____

Printed Name: Sergio Nativi

Title: President

TOWN OF SEWALL'S POINT

By:  _____

Pamela Mac'Kie Walker, Town Manager