



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/24/09

SUBJECT: Request from AMVETS Post 911 of Port Orange asking the City to Co-sponsor their Third Annual Patriots' Day Freedom Walk to take place Friday, September 11, 2009.

DEPARTMENT: Parks and Recreation

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other Support Documents/Contracts Available for Review in Manager's Office

RECOMMEND MOTION: To charge the Event Cost Estimates for use of City Center, and the Amphitheater for the AMVETS Post 911 Third Annual Patriots' Day Freedom Walk event totaling \$534.00.

SUMMARY: We have received a request from AMVETS Post 911 of Port Orange to waive the fees for use of City Center for a walk and the Amphitheater for a concert of patriotic music by local groups. The event would be held Friday, September 11, 2009 (request letter attached). Also attached is an Event Cost Estimate for the use of City Center and the Amphitheater totaling \$534.00.

Staff recommends charging the AMVETS Post 911 of Port Orange the \$534.00 for the use of the areas requested to hold their event.

DEPARTMENT HEAD	Susan L. Lovallo	<i>[Signature]</i>	Date: March 10, 2009
FINANCE DEPARTMENT	<i>[Signature]</i>	Approved as to Budget Requirements	Date 3/11/09
CITY ATTORNEY	<i>[Signature]</i>	Approved as to Form and Legality	Date
CITY MANAGER	<i>[Signature]</i>	Approved Agenda Item for:	

COUNCIL ACTION: Approved as Recommended Disapproved

Tabled Indefinitely Continued to Date Certain

Approved with Modification:

Dear Mayor Green and City Council Members,

As we are now into the new year 2009, we are setting up our agenda and plans.

We are again requesting the joint venture with the City of Port Orange to hold the America Supports You Patriots' Day Freedom Walk. The date requested is the actual Patriots' Day which is September 11. Hopefully, this third attempt will be the charmed event to draw in our community members.

We, hereby, request the use of the Amphitheater on Friday, September 11, 2009 from 5 PM until 10 PM, for the AMVETS Post 911 City of Port Orange, America Supports You, Patriots' Day Freedom Walk.

Please respond and advise of your interest in again partnering with us and being part of the planning. Please forward the paperwork required for the use of the facilities at the Port Orange City Center park. Is the procedure for securing the park and amphitheater the same?

Your time and assistance is sincerely appreciated as we continue in our quest to spread this event of demonstrated patriotism and support for our soldiers.

Yours in service,
Judy Evans, Americanism Officer
AMVETS Post 911 Ladies Auxiliary
Contact - 386-788-1014

J E Evans

EVENT COST ESTIMATES

EVENT: AMVETS 911 Freedom Walk

Date: 9-11-09

Time: 4:00 - 10:00pm

RENTAL ITEM	UNIT COST	RENTAL FEE
Amphitheater	\$ 400.00	\$ 426.00
City Center Circle		\$ -
City Center Plaza		\$ -
Soccer Fields	\$25.00 per hr X 4 hrs	
Light Tower		
Trash Cans	N/A	
Barricades	4 @ \$2.00	\$8.00
Veteren's Park		
Tents		
SUB TOTAL		\$ 434.00
SERVICE ITEMS		
Road Closures		
Electrical hook up (pedastools)	\$50.00 each	
Power supply		
Golf Carts		
Bleachers		
Stage(portable)		
Water Hook Up		
Insurance		
SUB TOTAL		\$ -

*Includes Tax

PERSONEL	Reg. Man Hrs	Reg. Labor Cost	O.T. Man Hrs	O.T. Labor Cost
Parks & Recreation:				
Event Supervisor				
Parks Supervisor				
2 Parks Employees				
Recreation staff	10	\$ 100.00		
Police:				
Sgt.				
Patrol Officers				
VIPS				
Fire:				
ERV				
Public Works:				
staff-city hall restrooms				
SUB TOTAL	10	\$ 100.00	0	\$ -
GRAND TOTAL		\$ 534.00		

CITY OF PORT ORANGE EVENT APPLICATION

(Please submit a check for \$100.00 rendered to the City of Port Orange upon application)

Parks and Recreation Department Facility use contract.

Today's Date 1-30-09

Name of Event AMVETS 911 - Patriots Day Freedom Walk Date of event 9-11-09

Applicant/ Sponsor Name Charles Evans, Commander AMVETS 911 Home Ph 386-424-5699

Address 5624 S. Ridgewood Ave, Port Orange FL 32127 Work Ph 386-788-1014
Street City State Zip

Describe event Ceremony Walk - Patriotic Concert Fax # 386-304-6486

Estimated Attendance: 200+ Event Times 4 PM - 10 PM
(please include set up and tear down)

Facility requested Kenneth Parker Amphitheater Home Ph _____

Person responsible for program Charles Evans Home Ph _____

Address 626 Art Center Ave Port Orange FL 32168 Work Ph 386-304-6486
Street City State Zip

Signature Charles Evans

Describe how your event will be promoted, or advertised. Tv Radio Paper

Other _____ Please describe _____

Does your organization have current insurance for these activities?	Yes <input checked="" type="checkbox"/>
	No _____

If yes, please provide proof of coverage in the amount of \$1,000,000 (one million dollars) per occurrence and list the City of Port Orange as an additional insured.	Insurance received Yes _____ No _____
---	--

Please describe any special needs: Parking Lighting Seating electric

Other _____ Please describe _____

Will admission be charged for activity? Yes _____ No

If yes, explain cost per person/ revenue sources (tickets, donations, solicitations): _____	Cost per person \$ _____
---	-----------------------------

The following activities/ uses may require a permit, fee and/ or additional documentation. Please check (x) all that apply to your event.

Amplified sound <input checked="" type="checkbox"/>	Amusement rides _____	Street, lane, sidewalk closure <input checked="" type="checkbox"/>
Live or recorded music <input checked="" type="checkbox"/>	Stages _____	Commercial filming/photography <input checked="" type="checkbox"/>
Additional power source _____	Parachutes _____	Parade - <u>Walk around Lake</u>
Hot air balloons _____	Helicopters _____	Tents/ banners/signs <input checked="" type="checkbox"/>
Inflatable devices _____	Sales of food, goods, svc <input checked="" type="checkbox"/>	Police officers <input checked="" type="checkbox"/>
Fireworks/pyrotechnics _____	Alcohol, sold, dispensed _____	Live animals _____

If you checked any of the above items, please provide a complete description of the activity or need.
Ceremony will end with a Walk around the lake followed by live music - concert - choirs school band - local singers on stage

**KENNETH W. PARKER AMPHITHEATER
& SPECIAL EVENT GUIDELINES**

Revised February 2008

Use of the Kenneth W. Parker Amphitheater & City Center complex are subject to the following:

DEPOSITS & APPLICATION FEE

1. A damage deposit of \$100.00 is due at the time of application. This deposit is refundable.
2. Applications must be received at least 30 days prior to the event.

SERVICE RATES

1. Any event needing more than 20 amps total power at 110 volts must use "road service" at an additional \$200.00 per day. A licensed electrician is required.
2. Rental rates do not include fees for support staff, or services such as stagehands, Police, Fire, etc.

GUIDELINES

1. All events and functions must file a permit with the City of Port Orange Parks and Recreation Department. Sub-leasing is prohibited.
2. All groups renting the amphitheater are required to pay the applicable rental fee 14 days prior to the event.
3. The City of Port Orange prohibits gate admission being charged to the public on City property without the express written consent of the City Manager, or his designee.
4. All lessees must supply the City with a certificate of liability insurance in the amount of \$1,000,000 (1 million dollars) per occurrence, listing the City of Port Orange as an additional insured, unless otherwise noted by the Risk Manager.
5. If additional staging is added to the present stage, a \$1,000.00 bond (cash) must be posted before construction.
6. No heavy equipment or props will be brought into the Kenneth W. Parker Amphitheater, or seating area without the expressed written consent of the City.
7. Lessee's are responsible for the clean up of the facility preceding their event and may be charged for excessive clean up incurred by the Parks and Recreation Department once the lessee has vacated the premises.
8. The lessee agrees to remove from the amphitheater and seating area any equipment, decorations, props, etc. at the termination of their permit. The lessee agrees to pay any costs associated with the storage, moving or disposal of such items and holds harmless the City for any damage, which may occur during the moving or storage of items.
9. Permanent attachment of props or decorations by using screws, nails etc. is prohibited on the amphitheater.
10. Lessees are responsible for any damage obtained as a direct result of the lessee's guests, activities etc.
11. Alcoholic beverages are prohibited in all City parks and facilities without the express written consent of the City Manager, or his designee.
12. Profanity, or unacceptable behavior by performers, lessee, or their guests will not be tolerated. If Parks and Recreation personnel deem behavior and or performances unacceptable, they have the right to revoke all permits, present and future, for this facility and terminate any and all activities.
13. The City holds the right to cancel, or terminate any permit if they feel that the public's safety is in jeopardy.
14. It is the lessee's responsibility to hire and pay for any required City Services such as, but not limited to, Police, Fire, Parks, Public Works etc., unless written consent has been granted by the City Manager, City Council, or their designees.

As a representative of (organization or event name) AMVETS Post 911 I have read and do hereby accept all of the above guidelines.

Charles Evans
Signature

Charles Evans
Print Name

1-30-09
Date

HOLD HARMLESS/ INSURANCE AGREEMENT**Section II:**

The contractor, vendor, or user, hereby promises and agrees to indemnify and save harmless the City of Port Orange, a municipal corporation, its officers, agents, and employees from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys fees, for trial and on appeal of any kind and nature arising or growing out of, or in any way connected with the performance of the agreement whether by act or omission of the contractor, vendor, officers, agents, servants, employees, or others, or because of, or due to the mere existence of the agreement between parties.

The licensee shall supply a "Certificate of Liability Insurance" reflecting minimum coverage of \$1,000,000 (one million dollars) per occurrence. The City of Port Orange shall be named as an additional insured, which shall be noted on the certificate. The certificate shall indicate that the applicant's insurance policy shall not be cancelable without thirty days prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Department of Recreation no later than thirty (30) calendar days prior to program/event date.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on, or incorporated in the conduct of any event covered under the agreement; and licensee agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for, or on account of, any patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by licensee in connection with this agreement and will defend the City from any such suit, or action, regardless of whether it be groundless, or fraudulent.

Licensee Signature Charles J. Evans, Commander
AMVETS POST 94

Date 1-30-09

LICENSEE ACKNOWLEDGEMENT**Section Four:**

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement, or cancellation of the event by the City of Port Orange.

Licensee Signature Charles J. Evans, Commander

Date 1-30-09

THE PARKS AND RECREATION DEPARTMENT IS NOT AUTHORIZED TO WAIVE FEES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE CITY'S CHIEF ADMINISTRATIVE OFFICER.

The program/event will be terminated should it create or cause any violation of Local, State, or Federal laws, or ordinances.

Litter resulting from the use of this facility is to be picked up and deposited in refuse containers before leaving the area, or facility. Facility must be left in the same condition, as when rented; if not, the damage/clean-up costs will be charged back to applicant.