

CITY OF MIAMI BEACH  
Office of the City Manager  
Letter to Commission No. 122-2005



To: Mayor David Dermer and  
Members of the City Commission

Date: May 11, 2005

From: Jorge M. Gonzalez  
City Manager

A handwritten signature in black ink, appearing to read "Jorge M. Gonzalez".

Subject: **CYSTIC FIBROSIS WALK – SATURDAY, MAY 14, 2005**

Attached is the Special Events Permit for the Cystic Fibrosis Walk this Saturday on South Pointe Park.

We have approved the event organizer to use a PA system for the event. The use of a PA system is consistent with that approved in South Pointe Park for prior events. The Ocean Drive Association and South Pointe residents have both recommended the event be approved without a PA system. Staff has also received written concerns regarding the use of a PA system in South Pointe Park for this event. Regardless, the event is required to comply with the Miami-Dade County noise ordinance.

JMG:TIMS:ar

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attachment

c: Tim Hemstreet, Acting Assistant City Manager  
Max Sklar, Director of Tourism and Cultural Development

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05 MAY 11 PM 1:35  
CITY CLERK'S OFFICE

# CITY OF MIAMI BEACH

Department of Tourism and Cultural Development  
Special Events Division



## Special Events Permit

Permit Number: 2005120

DATE: 5/11/2005

EVENT: Great Strides-Public

The producer of the following event has met the necessary requirements pursuant to the Special Events Permit Requirements and Guidelines of the City of Miami Beach:

EVENT: Great Strides-Public  
EVENT DATE(S): Saturday, May 14, 2005  
PERMITTEE: Cystic Fibrosis Foundation  
CONTACT: Eden Carr PHONE: (786) 275-8000 FAX: (786) 275-8001  
ADDRESS: 5757 Blue Lagoon Drive #110 Miami, FL 33126-  
EVENT LOCATION(S): Start and finish at South Pointe Park  
LOCATION 1:  
LOCATION 2:  
NEIGHBORHOOD: South Pointe  
START HOUR: 7:30 AM END HOUR: 11:30 AM  
LOAD-IN DATE: 5/14/2005 LOAD-OUT DATE: 5/14/2005

Description of Event: This is the annual Cystic Fibrosis Foundation's walk-a-thon that benefits the Cystic Fibrosis research. The walk starts and ends at South Pointe Park. The route is as follows starting at South Pointe Park north to the 5th street and on to the serpentine walkway, down to 18th street and same way back to South Pointe Park.

Estimated Attendance: 200

Security Arrangements / Police Coordinator: Off-duty Police will handle load-in and load-out and all public safety needs including event staffing. Off-duty Police 305-673-7823

Sanitation Clean Up: Cystic Fibrosis Foundation is responsible for providing all sanitation needs for this event. This will include the pick up and removal from the entire site. Upon event completion the site must be restored to its original condition.

Parking Plan: Event attendees will park in South Pointe Park and meter parking in the surrounding areas.

Notes: \*\*This Special Events permit does not override or allow for any violation of the Miami Dade County Noise Ordinance. Applicant shall abide by the Miami Dade County Noise Ordinance and City of Miami Beach ARTICLE IV NOISE section of the City Code.  
\*\*Neighborhood approvals from South Pointe and Ocean Drive.  
\*\*The City is allowing a PA system in South Pointe Park for this event to announce the start of the walk and for the awards ceremony.  
\*\*PA system MUST face South towards Government Cut (water).

APPROVED BY:

Jorge M. Gonzalez, City Manager

THMS/GJ/LN

5/11/2005

**TERMS AND CONDITIONS OF SPECIAL EVENTS PERMI**

**AUTHORITY:** This Permit is issued by the authority of the City Manager (the "Permitter"), for the purpose of special events on public property, or private property where such event would not normally be allowed, pursuant to the Special Events Permit Regulations and Guidelines, as codified in City of Miami Beach Ordinance No. 2001-3302, as same may be amended from time to time (the Guidelines).

**PERMIT REQUIRED:** This Permit is a public record and must be maintained and available for inspection at all times at the location on which the Event occurs. This Permit may not be assigned, altered, and/or the terms of this Permit varied from by the Permittee without the prior written consent of the City of Miami Beach. This Permit shall not be valid unless approved and executed by the City Manager.

**COMPLIANCE WITH PERMIT AND LAWS:** Permittee agrees to comply with the terms and conditions of this Permit; the Guidelines (as may be amended from time to time); and with all applicable Federal, State, and local laws, regulations, ordinances, and rules. Non-compliance shall be subject to enforcement by the City, through and including, but not limited to, City Police, Code Compliance Officers, Fire Inspectors, or such other authorities (whether City, State, or Federal) having jurisdiction, and may further result in revocation of this Permit and/or cancellation, suspension, or early termination of the Event. The Permitter, or an authorized representative, may modify, suspend, or revoke this Permit, at his/her sole discretion, including, but not limited to, such cases where the Permitter finds that Permittee's activities and/or the Event is contrary to the health, safety and welfare of any person, or that said activities are or will cause damage to real or personal property.

**INSURANCE:** This Permit is granted subject to Permittee providing the City any and all applicable Certificate(s) of Insurance, including general liability insurance, for bodily injury, death, property damage, and personal injury. All Insurance Certificate(s) must name the City of Miami Beach as additional insured and policyholder.

**INDEMNIFICATION:** In consideration of the City's approval of this Permit, and the granting of the privilege herein, Permittee waives all claims against the City of Miami Beach, its officers, agents and employees, for loss or damages caused by, arising out of, or in any way connected with the granting of this Permit or of the Event. Permittee agrees to indemnify, defend and hold harmless the City of Miami Beach, its officers, agents and employees, from any and all alleged claims, loss, damage or liability caused by, arising out of, or in any way connected with the granting of this Permit or of the Event.

**RISK:** Permittee acknowledges that its use of any City of Miami Beach facilities and/or property for purposes of this Permit and/or the Event, is at its own risk and expressly waives any right to make or prosecute claims or demands against the City of Miami Beach for any loss, injury or damage which Permittee or its officers, agents, employees, guests, invitees, and any other persons or entities related to or associated with the Permittee and/or Event may sustain in the exercise of the permissions granted, or by reason of any defect, deficiency or impairment which may occur from time to time from any cause or the utilities or other services furnished, or for any loss resulting from fire, water, wind, civil commotion, riot, landslide, or acts of God. Permittee further understands and agrees that all City property and facilities are offered in their "as is" condition with no representation or warranty, express or implied.

**REMOVAL OF MATERIALS:** The Permittee shall clean up and restore the Event location and all City property and facilities hereon and/or related hereto as they were prior to the Event taking place, including, but not limited to, the removal of all temporary structures, equipment, trash and garbage removal, and any other restoration of City property and facilities, as deemed necessary by the City. All such work shall be completed within the time specified in the Permit (i.e. load-out date), unless the City agrees in writing, that this may be done at a later time. In the event the Permittee fails to comply, the City of Miami Beach may remove and restore same, and Permittee shall pay any costs incurred. Permittee agrees to pay the City of Miami Beach for damage to City of Miami Beach property and facilities resulting from operations undertaken by Permittee.

**VENUE:** This Agreement shall be enforceable in Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Dade County, Florida. CITY AND CONCESSIONAIRE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT CITY AND CONCESSIONAIRE MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONCESSION AREA(S).

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Permittee hereby accepts this Permit and agrees to abide by all the terms and conditions.

Name/Title

Date

**PERMITTEE of: Great Strides-Public**