

FIRST FRIDAY EVENT MANAGEMENT AGREEMENT

This agreement is made and entered into this day of _____, 2021, by and between the City of Flagler Beach Community Redevelopment Agency, a community redevelopment agency established by Florida law, whose mailing address is 105 S. 2nd Street, Flagler Beach, Florida 32136 (hereinafter referred to as the "CRA") and Laverne McNeil Shank, Jr., d/b/a "Surf 97.3 FM," whose mailing address is P.O. Box 1226, Flagler Beach, Florida 32136 (hereinafter referred to as the "Event Manager").

WHEREAS, the CRA and the Event Manager desire to enter into an agreement for the management of the CRA's monthly First Friday Event; and

WHEREAS, the purpose and objective of the First Friday Event is to enhance the Flagler Beach Community Redevelopment Area by conducting monthly events of an appropriate scale that generate community engagement and pedestrian foot traffic that enhance and support the business community located within the Community Redevelopment Area; and

WHEREAS, the Event Manager desires to assist the CRA in managing the First Friday Event and has the necessary skills to do so; and

WHEREAS, the City of Flagler Beach Community Redevelopment Agency has approved this Agreement at a duly noticed public meeting and authorized its execution.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, IT IS AGREED AS FOLLOWS:

1. The purpose of this agreement is to provide framework for a partnership between the CRA and the Event Manager to manage the CRA's First Friday Events. The First Friday Events will be conducted in Veteran's Park and upon Central Avenue, and other rights-of-way located near Veteran's Park approved in advance by the City Manager of the City of Flagler Beach or his or her designee (hereinafter referred to as the "City Manager").

2. This Agreement shall be effective upon execution by all parties hereto and shall run until the last day of the twelfth month after the first First Friday Event managed by the Event Manager. The date of which shall be recorded by the Event Manager and City Manager.

3. All activities conducted by the Event Manager shall be in accordance with the Proposal for Services attached hereto as Exhibit "A" (the "Proposal") unless specifically provided otherwise in this Agreement. In the event of any conflict between the Proposal and this Agreement, this Agreement shall control.

4. All activities conducted by the Event Manager shall be coordinated with the City Manager.

5. The Event Manager shall be responsible for securing vendors, sponsors, staffing, and entertainment for all First Friday Events during the term of this Agreement. The Event Manager shall be responsible for ensuring all vendors and sponsors abide by all laws, regulations, codes, and rules established by any government with jurisdiction.

6. The Event Manager shall be responsible for payment for all services provided to the First Friday Event. The Event Manager shall indemnify and hold the CRA and the City of Flagler Beach harmless from any debt or claim of any debt for any service rendered to a First Friday Event.

7. The CRA and the Event Manager agree that the stage area for entertainment shall typically be conducted using a tent and concrete slab as provided in the Proposal; however, upon approval in advance by the City Manager, in the City Manager's sole discretion, the Event Manager may use a larger stage. The cost of which shall be born by the event Manager.

8. All proceeds from vendor fees and event sponsorships collected by the Event Manager shall be applied first to cover all costs of the First Friday Event, including direct and in-kind service costs paid or supplied by the City. Any excess proceeds from vendor fees and event sponsorships remaining after payment of costs ("Net Proceeds" shall be shared between the CRA and the Event Manager with 25% of Net Proceeds being paid to the CRA and 75% being retained by the Event Manager. The Event Manager shall maintain books and records consistent with Generally Accepted Accounting Principals and shall provide an accounting to the City Manager for each First Friday Event.

9. In addition to the vendor and sponsorship opportunities contemplated by the Event Manager in the Proposal, the Event Manager shall make available two separate tables, each provided gratis for a non-profit charitable organization (the "Gratis Tables"). The Event Manager shall be responsible to maintaining a list and schedule for the Gratis Tables. The Gratis Tables shall be available on a "first-come, first-served" basis except as otherwise specifically provided below. Any request for a Gratis Table that is not able to be fulfilled in the month made shall be added to a wait list. No organization that has already used a Gratis Table during the Term of this Agreement shall be allowed to use another Gratis Table until all waitlisted organizations have been offered the opportunity for a Gratis Table, inclusive of requests that may have been received later in time that a subsequent request by an organization that has already used a Gratis Table.

10. The Event Manager shall not allow "food trucks" at any First Friday Event. For the purpose of this Agreement, "food truck" shall mean any motorized self-propelled vehicle with cooking facilities and/or serving facilities located inside or attached to the vehicle. "Food truck" shall also mean any trailer longer than eight feet from the front most point to the rear most point containing cooking facilities and/or serving facilities located inside or attached to the trailer.

11. The Event Manager shall have broad latitude regarding the placement of tables, vendors, and activities with the boundaries of the First Friday Events. At least seventy-two (72) hours prior to each event, the Event Manager shall provide to the City Manager for final approval a proposed staging plan showing each vendor, sponsor table, and Gratis Table. The final approval of the City Manager shall not be unreasonably withheld.

12. The Event Manager shall be responsible for arranging and setting up all necessary services and infrastructure for each First Friday Event. Set up may begin twenty-four (24) hours prior to each First Friday Event.

13. The Event Manager shall be responsible for breaking down and removing all infrastructure placed or erected for each First Friday Event. Break down and removal shall be completed no later than forty-eight (48) hours after each First Friday Event.

14. The Event Manager shall be responsible for returning or restoring all property owned by the City of Flagler Beach to the condition it existed prior to each First Friday Event.

15. In the event the Event Manager has more requests for vendor spaces than are available at any First Friday Event, the Event Manager shall prioritize requests in the following order: 1) vendors with a location within the Community Redevelopment Area; 2) vendors with a location within the City of Flagler Beach; 3) vendors with a location within Flagler County; 4) all other vendors. Selection of vendors shall be made using this priority order at each First Friday Event.

16. The Event Manager is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. The Event Manager shall be responsible for all taxes or regulatory payments due.

17. The Event Manager shall not assign, convey or transfer any right or interest in this Agreement to any other party.

18. This parties recognize that as an outdoor event the First Friday Event is affected by weather and other naturally occurring disruptions. The parties also appreciate that the CRA's foremost concern is the safety of all participants. Therefore, the CRA, either by its Board or by its City Manager, may reschedule or cancel any First Friday Event due to inclement weather or the threat of inclement weather or other circumstances beyond the City's control. Under no circumstances shall the City be responsible for any cost, payment, claim, or loss suffered or incurred by the Event Manager if a First Friday Event is rescheduled or cancelled.

19. By execution of this Agreement, the Event Manager, on behalf of himself and his agents, employees, heirs, and assigns, hereby releases the CRA, the City of

Flagler Beach, and their agents, employees, officers, and assigns from any all loss, injury, damage, liability, or claim, or expense related the Event Manager's performance pursuant to this Agreement; provided, however, the Event Manager does not release the CRA or the City of Flagler Beach from any liability or claim arising out of the sole negligence or intentionally wrongful act of the CRA, the City of Flagler Beach, or their agents, employees, officers, or assigns.

20. The City shall provide general liability insurance coverage for the First Friday Events at no charge to the event Manager. The Event Manager shall be responsible for any other insurance required by law or that it deems appropriate.

21. The parties recognize and acknowledge the Event Manager shall be subject to Florida's public records laws contained with Chapter 119, Florida Statutes, with regard to records received or created related to the performance of this Agreement. The Event Manager shall keep and maintain all records received or created which are in any way related to its performance of this Agreement and shall provide such records to the City of Flagler Beach without delay upon a request for same. Furthermore, the Event Manager recognizes it could receive direct requests for public records from members of the public and agrees it shall be responsible for complying to such requests in accordance with law after consultation with the City of Flagler Beach. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 517-2000, poverstreet@cityofflaglerbeach.com, 105 S. 2nd Street, Flagler Beach, Florida 32136. The City Clerk shall assist the Event Manager to comply.

22. Either party may terminate this Agreement for cause for any breach of this Agreement upon written notice stating the nature of the breach and giving five business days' opportunity to cure. If the breach is not cured within the five business days' allowed, this Agreement shall be deemed terminated without further act or notice at midnight on the fifth (5th) business day after the mailing, emailing, or hand delivery of the notice.

23. This Agreement may be terminated for convenience by either party upon sixty (60) calendar days' written notice. If either party serves the other notice of termination for convenience this Agreement shall be deemed terminated without further act or notice at midnight on the sixtieth (60th) calendar day after the mailing, emailing, or hand delivery of the notice.

24. Any notice to be served pursuant to this agreement may be mailed to the address provided in the introductory paragraph, emailed to an address provided by either party, or hand delivered to the signatories below or any other person or address provided in writing by the party to receive notice.

25. This Agreement, in conjunction with Exhibit "A," represents the full and complete agreement of the parties. This Agreement shall only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2021.

**City of Flagler Beach Community
Redevelopment Agency**

By _____
William R. Whitson
CRA Director/City Manager

EVENT MANAGER

By _____
Laverne McNeil Shank, Jr.
d/b/a Surf 97.3 FM

EXHIBIT "A"



P.O. Box 1226 - Flagler Beach, FL. 32136

Office Line: 386.449.8355 / Studio Request Line: 386.643.4732

www.flaglerbeachradio.com / flaglerbeachradio@gmail.com

Proposal for Services For First Friday in Flagler Beach, FL. Beginning 9/3/21

OVERVIEW

Surf 97.3 FM in Flagler Beach, FL. is pleased to submit this proposal for services to support the City of Flagler Beach in achieving the goals for the new hometown direction vision for the First Friday events in Veterans Park.

OBJECTIVE

- Need #1: To build a more local feel for First Friday by having the majority of the businesses set up be local sponsors within the city of Flagler Beach
- Need #2: To bring attention to the CRA district and Flagler Beach businesses within our city
- Need #3: To draw in the attendees while encouraging them to visit the town itself during First Friday and to not just stay in one spot all the time.
- Need #4: To utilize our local musicians, artists and entertainers first that are from within our city or that have direct ties to our community.

GOALS

- Goal #1: To align our vision of the event with the needs and wishes of the commission, our mayor, city personnel, our local businesses and the people who live in this town.
- Goal #2: To increase opportunities for our local merchants who have their Flagler Beach business licenses and insurance requirements and have an actual business entity within the city. Our goal is to provide opportunities to those who have paid these fees and/or have vested themselves in this town and run their businesses directly from here. This is in alignment of what the CRA is really intended for.
- Goal #3: Get feedback of general sales volume, return rates, and overall satisfaction of the event for the key businesses who wish to participate. We would like to follow up with them afterwards to hear feedback on how the event went for them and to keep a good repertoire with them, while also providing them updates and overall future opportunities, as well as listening to some suggestions for any improvements we may be able to make. We want to listen to our city's merchants.

OUR PROPOSAL

Surf 97.3 FM has been in the heart of the city on the Flagler Beach pier locally since 2013. We really care about our town that we work, live and play in. The new direction is to provide more of a local roots feeling to this event by spotlighting the local Flagler Beach businesses, artists, musicians and establishments within the CRA district and the surrounding in-town Flagler Beach based entities. We wish the event to have more of a "hometown" feel the way we believe it was intended to be from when it first began. The focus should be to help our local restaurants, real estate offices, gift shops, and our other businesses get attention and thrive from being visited and utilized during First Fridays which would lead to other visits throughout the month by locals and visitors. Attendees will be encouraged to bring lawn chairs and blankets for seating, no chair rentals will be at event. Local restaurants businesses that are sponsors of the event will be allowed to set up tables and or tents in the park and on the side streets (2nd & central). NO FOOD TRUCKS ALLOWED as we want the attendees to visit the restaurants. Restaurants that cannot set up in person at the event will be allowed to participate by having a treasure hunt/ poker run style of event where the attendees can order their food from the restaurants at a designated table that is there in the park and the restaurants from that table will offer some form of a small discount once the attendee goes to their restaurant to pick it up or dine-in. These businesses that become sponsors of this event will pay a minimal pre established sponsor fee to offset the costs of holding this event. Our hopes are that each Flagler Beach business will share this very same vision in keeping this event a grass roots hometown celebration and keep our town spotlighted here directly for the city of Flagler Beach,

TECHNICAL / PROJECT APPROACH

Surf 97.3 FM already has built in local sponsors / advertisers on our radio station that are within the City of Flagler Beach, We air their spots on the station throughout our radio programming. We will be reaching out to each of them and offer them the opportunity to be a sponsor of the First Friday events. We have an ad / sponsor rep who then will **also** be reaching out to **all** our local Flagler Beach businesses for First Friday sponsorship opportunities. The prices for sponsorship will be exactly in line with our radio station packages that we currently have in place and are outlined in the **PRICING** section of this proposal and it will also outline what they will receive for each sponsor package for First Friday.

RESOURCES/ OTHER PARTICIPANTS

Surf 97.3 FM plans on utilizing just a few additional personnel to add some necessary or fun resources to the event. These are outlined below:

- ⑩ Sound & Lighting Company – Victor Stockwell Sound & Lighting in conjunction with Pyramid Music & Disc Jockeys (Vern's other company)
- ⑩ Tent For Band – We're asking for the City of Flagler Beach to use the tent that was supplied and set up in the old location by the concrete slab. We would like to move it back to that location, the way it used to be before and to not utilize the big rolling stage in the other corner from HT Productions. This would give things that more hometown feel we were looking for.
- ⑩ Bounce house company for inflatable slides or bounce houses for kids. (Offered free)
- ⑩ Face painter, character artist and/or henna tats / kids activities (Offered free)
- ⑩ All other family friendly games will be run by Surf 97.3 FM / Pyramid Disc Jockeys staff such as limbo, hula hoop, water balloon toss, potato sack races, etc.(Offered free)
- ⑩ Bands – Local area bands or one's that have direct ties to the community.

The following personnel would be asked to be supplied by the city for these events.. We are not 100% sure of the costs associated with this but was hoping for this to be supplied in the usual manner as previous First Fridays.

Personnel to be supplied by City	Dates*
⑩ Police officer at event from Chief Doughney (Supplied by city)	Every First Friday
⑩ Sanitation /Maintenance person or personnel from Rob Smith from Sanitation Department for routine trash & cleanups	Every First Friday
⑩ Fire Dept personnel from Chief Bobby Pace and/or EMT officer <u>on stand-by</u> for event (Supplied by city)	Every First Friday

Timeline for Execution

To have all resources, personnel, sponsors for the start of the return of First Friday for September 3, 2021 and for a contract with the city for a period of one year with a possible renewal period after that.

EXPECTED RESULTS

We expect our proposal to provide the following results:

Benefits

- Result #1: Bring more revenue to the local area businesses
- Result #2: Re-align the original mission of the CRA
- Result #3: New benefits and opportunities to the participating local sponsors
- Result #4: Increased morale or improved business satisfaction by offering the local establishments to be more participating and engaging by focusing this event back on to the local merchants.

PRICING

The following table details are documented to be transparent in the costs and sponsor packages / pricing for the services outlined in this proposal. These are in line with our Surf 97.3 FM advertising/ sponsor packages we use at our radio station. Each sponsor / participant must fill out a City of Flagler Beach Itinerant Merchant Application, meet the insurance requirements and pay their sponsor fees in advance in order to have a space to set up at.

*** Also see our attachments which include letter to the possible future sponsors, their merchant application that will accompany the letter and their insurance requirements.

Projected Income from Sponsors	Price
Sponsor Package Level 1 (Includes Central Avenue table and/or tent space, logo on poster and some on-air business promotion on Surf 97.3 FM radio station)	\$100.00
Sponsor Package Level 2 (Includes Veterans Park outer area of grass table/tent space, logo on poster and on-air business promotion on Surf 97.3 FM station)	\$200.00
Sponsor Package Level 3 (Includes Veterans Park inner area first choice of grass table/tent space, logo on poster and EXTRA BUSINESS INTERVIEWS AT STATION with on-air business promotion on Surf 97.3 FM station)	\$300.00
Political Sponsor (Includes 2 nd street in front of city hall table/tent space) A separate section for them on street by themselves	\$100.00 minimum
Not For Profit Sponsor (Includes Central Avenue table and/or tent space, logo on poster and some on-air business promotion on Surf 97.3 FM radio station)	\$50.00 minimum
Projected Costs for Services Associated	
Band	\$1000.00 but local bands at \$600 max
Sound & Lighting – For Band sound equipment	\$500.00
Advertising/ Marketing/ Posters	\$350.00
Police, Fire, EMT	TBD (City has that data) \$150?
Total Services Costs	\$2000.00 projected costs
Total	

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change. If any remaining excess revenues are produced they will be accounted for each month and shared with the city. We are asking for a 75/25 split with 75% going to the station and 25% to the city of Flagler Beach for taking on the responsibilities of this event.

QUALIFICATIONS

Our radio station is continually striving to spotlight Flagler Beach from our local approach of radio broadcasting that is on the airwaves 24/7 at 97.3 FM locally and streamed around the world to listeners in almost every state online at www.flaglerbeachradio.com, spreading the goodwill of our town to listeners here in Flagler and around the globe. Our programming is almost 100% about our town, it's businesses, our local "islanders", happenings in our area and promotions for restaurants, local realtors, other business establishments and charity events. We do this simply for the love of this town.

Vern Shank owner / manager started this radio station in order to get involved in the town that he is vested in. He is also a musician and understands that aspect of the local and national entertainment scene. He also owns and operates a successful DJ company since 1988 and has participated, been a part of, planned or been involved in well over 10,000 events in the last 33 plus years. We have a reputation for quality customer service and have won numerous awards on the local level for our work. All of our radio station personnel and DJ team are committed to making this event a success. Our company wants nothing more than to see the local businesses here in our town directly benefit and thrive from this wonderful First Friday event.

CONCLUSION

We look forward to working with the City Of Flagler Beach and supporting your efforts to bring the vision of what the CRA, stands for; to get back to it's original intentions. We are confident that we can meet the challenges ahead, and stand ready to partner with you in delivering a fun, family friendly and cost effective solution to this wonderful event that has been a part of our city of Flagler Beach for many years as we look forward to being a part of it's continued success for many more years to come.

If you have questions on this proposal, feel free to contact me at your convenience by email at flaglerbeachradio.com or by phone at our office at 386-449-8355 or the station directly at 386-643-4732. Reach out to us if you also may have any questions or concerns on the proposal.

Thank you for your consideration.

Warmest Regards,

Vern Shank

Owner/ President - Surf 97.3 FM

Hello Surf 97.3 Sponsors!

We have some very exciting and exclusive news that we want to share with you.

First, we just want to say how we value and appreciate you for partnering and supporting not-for profit community radio Surf 97.3 FM.

We hope that you are seeing the value of sponsoring/advertising with us from your spots being heard locally and world wide via the Live Stream from our website www.FlaglerBeachRadio.com and on the free TuneIn app for smartphones.

Here's the exciting news... First Friday is back in at Veteran's Park in Flagler Beach and Surf 97.3 FM will be producing and hosting for the next year....and hopefully more!

In conjunction with the City of Flagler Beach our goal is to bring back First Fridays back to it's original roots... a "home town community event to support all our local businesses, the Arts, and musicians and entertainers" from Flagler Beach.

Surf 97.3 FM is giving our current sponsors exclusive first shot at becoming a sponsor / partner of the First Friday event. Sponsor rates are on a sliding scale starting at \$100.00, then \$200.00 and lastly at \$300.00 per month.

Sponsorship will cover all costs to promote, hire talent and cover any cost to produce each and every First Friday event from September 2021 through August 2022. We want to spotlight you there.

All those that decide to partner in producing each First Friday by sponsoring the event will benefit by getting more air time spots, live on-air time and/or interviews to talk about your business, exposure on all our social media platforms, etc. and of course the opportunity to set up a table / tent at each first Friday event to spotlight and promote your business.

From now on all First Friday events will be highlighting / spotlighting the local Flagler Beach community. Let's keep it local and in the community!

With much respect,

Vern Shank – Owner / President

Audie Colon – Sponsor Ad Rep and Treasurer