

AGREEMENT BETWEEN

Town of Eatonville &
Association to Preserve the Eatonville Community, Inc. (P.E.C.)

Governing the 34th ZORA!® - Outdoor Festival of Arts
January 27-January 29, 2023

WHEREAS Zora Neale Hurston has popularized the Historic Town of Eatonville as "the Oldest Incorporated African-American Municipality in the United States;" and

WHEREAS the Historic Town of Eatonville wishes to inspire its residents, businesses, and visitors by providing a festive atmosphere; and

WHEREAS the Historic Town of Eatonville's Government seeks to engage in branding itself and realizes that the Zora!® Festival is a major factor in accomplishing the overall goal of branding; and

WHEREAS the Historic Town of Eatonville has become a literary destination because of the writing of Zora Neale Hurston®, and

WHEREAS P.E.C. is a private, non-profit, tax-exempt organization established in 1987 with a mission to:

□ Promote Eatonville, Florida's considerable heritage, historical, and cultural resources as a means for the community's revitalization and economic development; and via programming which promotes pride and heritage, educational excellent and the cultural arts will preserve and protect the community for posterity.

WHEREAS the three (3) goals of the ZORA! Festival are:

1. To celebrate the life and work of 20th-century writer, folklorist, and anthropologist, Zora Neale Hurston.
2. To celebrate the significance of her hometown, Eatonville, Florida known as the Nation's Oldest Incorporated African American Municipality; and
3. To celebrate the cultural contributions people of African ancestry have made to the United States and world culture; and

WHEREAS P.E.C. in partnership with the Historic Town of Eatonville entails ensuring that the Town is considered an internationally recognized cultural heritage tourism destination for the arts and culture from throughout the African Diaspora, with special emphasis on the multi-disciplines as represented in the life and work of Zora Neale Hurston; and

WHEREAS the Town Council of the Town of Eatonville wishes to support all efforts that seek to draw visitors to this community; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

- The Historic Town of Eatonville Town Council assigns to P.E.C., the exclusive right to present the Outdoor Festival of the Arts for the 34th Annual ZORA! Festival within the Historic Town of Eatonville's corporate Limits and grants to P.E.C., an exclusive permit for this event.
- In granting this exclusive right and permit, the Town Council acknowledges that the Festival Grounds will be located on Private Property. Please see the attached.
- The Town Council prohibits the issuing of any other permits to vendors during the ZORA! Festival season (**i.e., January 27 – 29, 2023**) and will instruct the Town of Eatonville's Police Department to shut down and/or remove any party which seeks to establish vending which has not been authorized under P.E.C's permit.
- To use the vacant lot across the street from the Eatonville Community Redevelopment Agency (ECRA) as a part of the ZORA! - Outdoor Festival of the Arts "Inventory;"
- To endorse P.E.C.'s coordination with the Eatonville Community Redevelopment Agency (ECRA) for the use of its external and internal space as P.E.C. facilitates operations. For example, when the V.I.P. Guests and/or Elected Officials arrive on Saturday, P.E.C. can use the ECRA Conference Room as a "Green Room."
- To allow P.E.C. to use the Town Hall Parking Lot on Saturday and Sunday for Public Service/Community Space Booths such as the Blood Bank, Orange County Fire & Rescue, et al;

IN EXCHANGE FOR THE EXCLUSIVE PRIVILEGES IDENTIFIED ABOVE, P.E.C, AGREES TO:

- **Free entry dates: Friday, January 27 - through January ~~29~~ 30, 2023:** To allow free entry to the Outdoor Festival of the Arts to all Eatonville Residents who provide authorized proof of residency (Driver's License or Official Florida Identification) within the Town of Eatonville to the company managing the admission gates.
- Eatonville adults & children who want to sit in the reserved/V.I.P section of the Main Stage on Saturday, January 28 and Sunday, January 29, 2023, will have to pay the required ticket price.
- Pay to the Town of Eatonville for public safety services no later than **January 20, 2023, a cashier's check in the amount of \$12,280.00. There will be a reconciliation after the event and if a credit is due to PEC then the Town will issue a refund within 30 days after the event. If a balance is due, then PEC will be notified and will have 30 days to pay. Failure to adhere to the January 20, 2023 deadline will result in no law enforcement for the event which will then, per the Agreement, void the agreement which will mean the event cannot be held. See Attachment A**

FURTHER CONDITIONS GOVERNING THIS CONTRACT:

- P.E.C. must notify residents on the west side of I-4 regarding:
 1. Festival site location
 2. Hours of operation
 3. Potential noise
 4. Traffic congestion
- P.E.C. and the Town's Police Department will follow the Orange County-approved MOT, which will be implemented by Flash-rite. The Eatonville Police Department will have received all appropriate documentations regarding the MOT and Flash-rite no later than January 20, 2023.
- The areas to be designated as "NO PARKING" or "TOW AWAY" zones ("Non-Parking Areas") shall be determined by the Town's Police Department and the Town's Police Department shall direct P.E.C. as to where these signs should be placed since it is P.E.C.'s responsibility to place them.
- If a vehicle is towed for violating the **Non-Parking Areas, the vehicle will be towed to the tow facility: TRL Towing, 605 Ferguson Drive, Orlando, FL 32805; (321-274-5369).**
- P.E.C. shall maintain a Two Million Dollar (\$2,000,000.00) liability insurance policy with the Town of Eatonville named as the co-insured for the duration of the ZORA! Festival P.E.C. shall provide a true copy of the certificate of insurance to the Town Clerk's Office no later than the Monday prior to the first day of the Outdoor Festival of the Arts, **Friday, January 20, 2023.**
- This Agreement cannot be revised, amended, or modified without the written, mutual consent of the parties hereto.
- In the event any term or terms or condition or conditions of this Agreement are ruled illegal or unconstitutional, and is severed from this Agreement, the severed portion or portions shall not invalidate the remaining terms and conditions of this Agreement.
- Any Town employee that works for P.E.C. during the Festival shall be paid directly by P.E.C. no later than **Friday, February 10, 2023**, notwithstanding the compensation agreement for public safety officers.
- In providing courtesy passes to the Town Council, P.E.C., agrees to observe the guidelines as mandated by Florida Commission of Ethics.
- Flash-rite will be responsible for place safeguards and precautions to avoid creating a traffic control hazard during the event.
- Further P.E.C. agrees to indemnify and hold harmless the Town of Eatonville from all liabilities arising from P.E.C., its employees, servants, agents, representatives or any third party contracted by P.E.C., to perform services or provide material to the 34th Annual ZORA! Festival in the Town of Eatonville, Florida. P.E.C.'s indemnification and hold harmless agreement with the Town shall cover attorney's fees and costs at the trial and appellate levels. This paragraph is in addition to

P.E.C.'s submission to the Town of Eatonville's \$2,000,000 liability insurance policy.

- Any ambiguity or inconsistency found in this Agreement by a court of competent jurisdiction shall be interpreted in favor of the Town of Eatonville. This agreement shall be voided immediately if any portion is not abided to. All parts of this Agreement must be met prior to commencement of the Zora! Festival.

SIGNATURE PAGE

EXECUTED

President of the Board of Directors
Association to Preserve Eatonville
Eatonville Community, Inc. (P.E.C.)

Representative
Association to Preserve Eatonville
Eatonville Community, Inc. (P.E.C.)

Angie Gardner, Mayor

ATTEST:

Town of Eatonville