

AGREEMENT BETWEEN

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~~ Eatonville's Government seeks to ~~engage in branding~~ brand itself as a community that celebrates black culture and identity and realizes that the Zora!® ZORA!® - Outdoor Festival of the Arts (sometimes referred to herein as the 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~~ 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~~ excellence, and the cultural arts, and will preserve and protect the community for posterity; ~~and~~

WHEREAS the three (3) goals of the ZORA!® - Outdoor Festival of the Arts are:

- To celebrate the life and work of 20th-century writer, folklorist, and anthropologist, Zora Neale Hurston.-
- To celebrate the significance of her hometown, Eatonville, Florida known as the Nation's Oldest Incorporated African American Municipality; and
- 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,~~ wishes to ensure 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!® - Outdoor Festival of the Arts within the Historic Town of ~~Eatonville's~~ Eatonville's corporate Limits, and grants to P.E.C., an exclusive permit ~~for to conduct~~ this event. subject to the terms of this Agreement.
- In granting this exclusive right and permit, the ~~Town Council acknowledges~~ Parties acknowledge that the Festival Grounds will be located on both Public and Private Property. Please see the attached, "Outdoor Festival Location Guide" which is incorporated into and made a part of this Agreement as Exhibit "A."
- The Town ~~Council prohibits the issuing of any other will not issue~~ permits to any other vendors during the ZORA!® - Outdoor Festival of the Arts season (~~i.e.,~~ January 27 – 29, 2023) and will ~~instruct~~ request that the ~~Town of Eatonville's~~ Town'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~~ P.E.C. is permitted 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~~ The Town will endorse ~~P.E.C.'s~~ 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 Festival 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. is permitted 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:

- **Full Compliance with Town Code:** P.E.C. shall fully comply with all requirements of the Town's Code of Ordinances, and specifically with Article II, Division 2, Sec. 12-48, and Sec. 12-50 – 52.
- **Free entry dates:** ~~Friday, January 27~~ ~~through~~ **Sunday, January 29-30, 2023:** To allow free entry to ~~the~~**ZORA!®** - Outdoor Festival of the Arts, to all Eatonville ~~Residents~~**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.~~
- **gate admissions.** Eatonville **residents** (adults & children) who ~~want~~**wish** 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~~**must** pay the ~~required~~**established** ticket price.-
- Pay **\$12,280.00** to the Town ~~of Eatonville~~ for public safety services ~~no later than~~(police and fire/rescue) **on or before January 20, 2023, a** ~~cashier's~~**by certified cashier's check in the amount of \$12,280.00.,** There will be a reconciliation ~~of public safety hours worked~~ after the event and if a credit is due to ~~PEC~~**P.E.C.** (based on the applicable billable rates for public safety employees as quoted in Composite Exhibit "B") then the Town will issue a refund within 30 days after the ~~event-reconciliation~~. If ~~the reconciliation indicates~~ a balance is due, then ~~PEC~~**P.E.C.** will be notified and will have 30 days ~~thereafter~~ to pay ~~any additional sums owed the Town~~. Failure to adhere to the January 20, 2023, deadline ~~for advance payment for public safety services~~ will result in ~~no law enforcement for the event~~ cancellation of this agreement and the Festival itself. See Composite Exhibit "B," the terms and rates of which ~~will then, per the~~are incorporated into and made part of this 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, via a form of notice pre-approved by Town administration on or before January 20, 2023, 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 Flash-rite will be contracted directly by P.E.C., and the Town shall have no responsibility for directing, supervising or controlling Flash-rite or its personnel in the performance of its contractual obligations to P.E.C. P.E.C. must provide the~~ Eatonville Police Department ~~will have received~~with all appropriate ~~documentations~~documentation regarding the MOT and Flash-rite no later than January 20, 2023. Failure to timely provide this documentation to the satisfaction of the Eatonville Police Department is grounds for the Town's termination of this Agreement and cancelation of the Festival.
- 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~~the appropriate signs ~~should for such areas must~~ be placed ~~since it.~~ It is P.E.C.'s responsibility to properly place ~~them~~the signs.
- If a vehicle is towed for violating the Non-Parking Areas, the vehicle will be towed to the following tow facility: TRL Towing, 605 Ferguson Drive, Orlando, FL 32805; (321-274-5369).-
- P.E.C. shall maintain and provide proof to the Town of a Two--Million--Dollar (\$2,000,000.00) liability insurance policy ~~with~~covering ZORA!® - Outdoor Festival of the Arts and naming the Town of Eatonville ~~named as the co-an additional~~ 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~~Clerk's Office no later than January 23, 2023, which is the Monday prior to the first day of the ~~Outdoor Festival of the Arts~~, Friday, January ~~20, 2023. 27, 2023. Failure to timely provide this proof of insurance coverage protecting the Town is grounds for the Town's termination of this Agreement and cancelation of the Festival.~~
- 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~~is ruled illegal or unconstitutional, the Parties agree that those terms and is conditions may be severed from this Agreement, the severed portion or portions shall not invalidate and that the remaining terms and conditions of this Agreement shall remain enforceable between the Parties.
- Any Town employee that works for P.E.C. during the Festival shall be paid directly

by P.E.C. for their services no later than Friday, February 10, 2023, notwithstanding the compensation agreement for public safety officers to be provided by the Town.

- In providing courtesy passes to the Town Council, P.E.C., agrees to observe the guidelines ~~as~~ mandated by Florida Commission ~~of~~ on Ethics, including filing any gift reports as may be required.
- Flash-rite, through its contract with P.E.C., will be responsible for ~~place safeguards~~ the placement of safety cones, barricades, tapes, signs, and precautions ~~other precautionary measures~~ to avoid creating a minimize traffic control hazard ~~hazards~~ 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~~ performing any services or provide material providing any materials to the 34th Annual ZORA!® - Outdoor Festival of the Arts in the Town of Eatonville, Florida. P.E.C.'s ~~indemnification and hold harmless agreement with the Town shall cover attorney's~~ include payment of the Town's attorney's fees and costs at the trial and appellate levels, ~~of an attorney or firm of the Town's own choosing.~~ This paragraph is in addition to P.E.C.'s timely submission to the Town of ~~Eatonville's \$2,000,000~~ P.E.C.'s proof of liability insurance policy as set forth above.
- 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.~~ Time is of the essence regarding all deadlines contained within this Agreement.

~~Representative~~
~~Association to Preserve~~_____
~~Winfred Chad McKendrick, President~~

~~Town of~~ **Eatonville**_____ **ATTEST:**
~~Eatonville Community, Inc. (P.E.C.)~~

Angie Gardner, Mayor

~~ATTEST:~~

Veronica L. King, Town of ~~Eatonville~~ Clerk