

Agreement between
TOWN OF EATONVILLE
&
ASSOCIATION TO PRESERVE THE EATONVILLE COMMUNITY, INC.
(P.E.C.)

Governing the 35th ZORA!® - Outdoor Festival of Arts
January 26-January 28, 2024

WHEREAS Zora Neale Hurston 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 brand itself as a community that celebrates black culture and identity and realizes that the 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 Eatonville, Florida’s heritage, historical, and cultural resources as a means for the community’s revitalization and economic development via programming which promotes pride, heritage, educational 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.

WHEREAS P.E.C., in partnership with the Historic Town of Eatonville, wishes to ensure the Town is considered an internationally recognized cultural heritage tourism destination for arts and culture from throughout the African Diaspora, with special emphasis on the multi-disciplines 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.

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 35th Annual ZORA!® - Outdoor Festival of the Arts within the Historic Town of Eatonville's corporate Limits, and grants to P.E.C. an exclusive permit to conduct this event subject to the terms of this Agreement.
- In granting this exclusive right and permit, the 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 will not issue permits to any other vendors during the ZORA!® - Outdoor Festival of the Arts season (**January 26 – 28, 2024**) and will request that the Town's Police Department shut down and/or remove any party which seeks to establish vending which has not been authorized under P.E.C.'s permit.
- 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."
- The Town will 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 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."
- 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 26 – Sunday, January 28, 2024:** To allow free entry to ZORA!® - 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 gate admissions. Eatonville residents (adults & children) who wish to sit in the reserved/V.I.P section of the Main Stage on **Saturday, January 27 and Sunday, January 28, 2023**, must pay the established ticket price.

- Pay **\$12,280.00** to the Town for public safety services (police and fire/rescue) **on or before January 22, 2024, by certified cashier's check.** There will be a reconciliation of public safety hours worked after the event and if a credit is due to 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 reconciliation. If the reconciliation indicates a balance is due, then 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 22, 2024, deadline for advance payment for public safety services will result in cancelation of this agreement and the Festival itself. See Composite Exhibit "B," the terms and rates of which are incorporated into and made part of this Agreement.

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 22, 2024,** 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. 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 with all appropriate documentation regarding the MOT and Flash-rite **no later than January 22, 2024.** 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 the appropriate signs for such areas must be placed. It is P.E.C.'s responsibility to properly place 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 covering ZORA!® - Outdoor Festival of the Arts and naming the Town of Eatonville as an additional insured for the duration of the Festival. P.E.C. shall provide a true copy of the certificate of insurance to the Town Clerk's Office **no later than January 22, 2024,** which is the Monday prior to the first

day of the Festival, Friday, January 26, 2024. 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 condition of this Agreement is ruled illegal or unconstitutional, the Parties agree that those terms and conditions may be severed from this Agreement, 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 09, 2024**, 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 mandated by Florida Commission on Ethics, including filing any gift reports as may be required.
- Flash-rite, through its contract with P.E.C., will be responsible for the placement of safety cones, barricades, tapes, signs, and other precautionary measures to minimize traffic control hazards during the event.
- 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., performing any services or 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 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 P.E.C.'s proof of liability insurance 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. Time is of the essence regarding all deadlines contained within this Agreement.

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

Winfred Chad McKendrick, President

Town of Eatonville

ATTEST:

Angie Gardner, Mayor

Veronica L. King, Town Clerk