



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo**

**#24-0306**

**TO:** Honorable Mayor & Members of the Fort Lauderdale City Commission

**FROM:** Greg Chavarria, City Manager

**DATE:** March 19, 2024

**TITLE:** Motion Approving Event Agreements and Related Road Closures for Heal the Planet Day, Vegan Block Party and **NOBE Sunday Block Party - (Commission Districts 1 and 2)**

**Recommendation**

Staff recommends the City Commission approve event agreements and requests for road closures with Heal the Planet Together, Inc. Vegan Ventures LLC and Fishtales Bar & Grill, Inc., in substantially the form attached, and authorize execution of the agreements by the City Manager.

**Background**

City staff has been working closely with the event organizers regarding event topics, such as logistics, maintenance, and security as detailed below. The Police Department recommends approval of the closing of the City streets where appropriate, and event parking has been satisfactorily arranged. When applicable, amplified music was discussed, and the event organizers were advised of the noise ordinance and possible concerns.

The organizers will pay for all event costs and submit the required certificates of insurance. The event organizers will also secure all other necessary permits and licenses that are required from other agencies. Civic and merchant associations have been notified, as appropriate, regarding events in their respective areas. Specific event details are included in each event application as attached.

Where applicable, the City Commission authorizes amplified music for the events listed below.

Authorization for the execution of the event agreement is contingent upon the City Attorney's Office receiving and approving a validly executed agreement.

<b><u>Event 1: Heal the Planet Day (District 2)</u></b>	
Applicant:	Heal the Planet Together, Inc.
Date/Time:	Sunday, April 21, 2024 (10:00am – 4:00pm)

Location:	Esplanade Park 400 SW 2 <sup>nd</sup> Street, Fort Lauderdale, 33312
Set Up Date/Time:	Sunday, April 21, 2024 (6:00am – 10:00am)
Breakdown Date/Time:	Sunday, April 21, 2024 (4:00pm – 6:00pm)
Road Closing:	Yes – Full Road Closure Sunday, April 21, 2024 (6:00am – 6:00pm) <ul style="list-style-type: none"> <li>• SW 2<sup>nd</sup> Street (from SW 4<sup>th</sup> Ave and SW 5<sup>th</sup> Ave)</li> </ul>
Alcohol:	No
Amplified Music:	Sunday, April 21, 2024 (10:00am – 4:00pm)
Special Permission:	Amplified Music/Extended Road Closure – No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Submitted:	6/6/23
Application Fee:	\$200

**Event 2: Vegan Block Party (District 2)**

Applicant:	Vegan Ventures LLC
Date/Time:	Saturday, April 27, 2024 (2:00pm – 8:00pm)
Location:	Esplanade Park 400 SW 2 <sup>nd</sup> Street, Fort Lauderdale, 33312
Set Up Date/Time:	Friday, April 26, 2024 (10:00am – 8:00pm) ** Vendors will load in Saturday Moring before the event starts
Breakdown Date/Time:	Saturday, April 27, 2024 (8:00pm – 11:59pm)
Road Closing:	Yes – Full Road Closure Saturday, April 27, 2024 (5:00am – 11:59pm) <ul style="list-style-type: none"> <li>• SW 2<sup>nd</sup> Street (from SW 4<sup>th</sup> Ave and SW 5<sup>th</sup> Ave)</li> </ul>
Alcohol:	Yes
Amplified Music:	Saturday, April 27, 2024 (10:00am – 8:00pm)
Special Permission:	Amplified Music/Extended Road Closure – No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Submitted:	12/11/23
Application Fee:	\$200

**Event 3: Nobe Sunday Block Party (District 1)**

Applicant:	Fishtales Bar & Grill, Inc.
Date/Time:	<b>Every Sunday in April 2024</b> (5:00pm – 9:00pm) <ul style="list-style-type: none"> <li>April 7, 14, 21, 28 (2024)</li> </ul>
Location:	North Side of NE 33 <sup>rd</sup> Street between A1A and 33 <sup>rd</sup> Ave, Fort Lauderdale, FL 33308
Set Up Date/Time:	<b>Every Sunday in April 2024</b> (4:00pm – 5:00pm) <ul style="list-style-type: none"> <li>April 7, 14, 21, 28 (2024)</li> </ul>
Breakdown Date/Time:	<b>Every Sunday in April 2024</b> (9:00pm – 10:00pm) <ul style="list-style-type: none"> <li>April 7, 14, 21, 28 (2024)</li> </ul>
Road Closing:	<b>Every Sunday in April 2024</b> (4:00pm – 10:00pm) <ul style="list-style-type: none"> <li>April 7, 14, 21, 28 (2024)</li> </ul>
Alcohol:	Yes
Amplified Music:	<b>Every Sunday in April 2024</b> (5:00pm – 9:00pm) <ul style="list-style-type: none"> <li>April 7, 14, 21, 28 (2024)</li> </ul>
Special Permission:	Amplified Music/Extended Road Closure – No
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Submitted:	2/7/24
Application Fee:	\$200

**Resource Impact**

Revenue related to these agreements is included in the FY 2024 operating budget in the accounts listed below.

<b>Funds available as of March 4, 2024</b>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT / ACTIVITY NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-6025-574-347-200-PKR029	Community Events	Charges for Service/ Nonsponsor Charges – Spec Event Fees	\$90,000	\$13,750	\$600
<b>TOTAL AMOUNT ►</b>					<b>\$600</b>

**Strategic Connections**

This item is a 2024 Commission Priority, advancing the Public Places initiative.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Here*.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

**Attachments**

Exhibit 1 – Heal the Planet Day Application

Exhibit 1a – Heal the Planet Day Site Plan

Exhibit 1b – Heal the Planet Day Agreement

Exhibit 2 – Vegan Block Party Application

Exhibit 2a – Vegan Block Party Site Plan

Exhibit 2b – Vegan Block Party Agreement

Exhibit 3 – NOBE Sunday Block Party Application

Exhibit 3a – NOBE Sunday Block Party Site Plan

Exhibit 3b – NOBE Sunday Block Party Agreement

Exhibit 4 – April 2024 Special Event Calendar

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Prepared by: Brittany Henry, Special Events Coordinator, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

**MOTIONS**

**PSJ** **M-1** 24-0306 Motion Approving Event Agreements and Related Road Closures for Heal the Planet Day, Vegan Block Party and NOBE Sunday Block Party - (Commission Districts 1 and 2)

**APPROVED**

**Yea:** 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

**KCM** **M-2** 24-0244 Motion Approving an Agreement for Landscape and Pressure Washing Services for all City Parking Lots and Garages - SFM Landscape Services, LLC - \$2,123,016.30 - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

**Yea:** 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

**KCM** **M-3** 24-0252 Motion Approving a Construction Agreement for Commercial Boulevard Parking Improvements - Sagaris Corp. - \$2,936,160 - (Commission District 1)

**APPROVED**

**Yea:** 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

**RESOLUTIONS**

**CLERK** **R-1** 24-0315 Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

24-59

**ADOPTED**

**Yea:** 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

**PGB** **R-2** 24-0253 Resolution Approving Acceptance of Grant Funds in the amount of \$704,836 from the Florida Department of Education - (Commission Districts 1, 2, 3 and 4)

24-60

**ADOPTED**

**Yea:** 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
FISHTALES BAR & GRILL, INC.

### Filing Information

Document Number	P06000111995
FEI/EIN Number	86-1174348
Date Filed	08/28/2006
Effective Date	08/25/2006
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/09/2013

### Principal Address

3355 NE 33RD STREET  
FT. LAUDERDALE, FL 33308

### Mailing Address

3355 NE 33RD STREET  
FT. LAUDERDALE, FL 33308

Changed: 11/16/2007

### Registered Agent Name & Address

HOUSE, STUART NESQ.  
2801 N University Dr  
SUITE 203A  
Coral Sp[rings], FL 33065

Address Changed: 03/29/2016

### Officer/Director Detail

#### Name & Address

Title P

VASSALLO, CATHERINE  
1733 NE 20TH AVE  
FT. LAUDERDALE, FL 33305

### Annual Reports

Report Year	Filed Date
2022	01/31/2022
2023	01/31/2023
2024	03/02/2024

**Document Images**

<a href="#">03/02/2024 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/31/2023 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/31/2022 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/2021 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/12/2020 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/22/2019 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/19/2018 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/08/2017 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/29/2016 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/20/2015 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/27/2014 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/09/2013 – REINSTATEMENT</a>	View image in PDF format
<a href="#">08/28/2012 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/26/2011 – ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/10/2010 – REINSTATEMENT</a>	View image in PDF format
<a href="#">01/10/2009 – REINSTATEMENT</a>	View image in PDF format
<a href="#">11/16/2007 – REINSTATEMENT</a>	View image in PDF format
<a href="#">08/28/2006 – Domestic Profit</a>	View image in PDF format

**CITY OF FORT LAUDERDALE  
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "City"),

and

**FISHTALES BAR & GRILL, INC.**, a Florida profit corporation, with its principal address located at 3355 NE 33<sup>rd</sup> Street, Fort Lauderdale, Florida 33308 (hereinafter referred to as "Applicant" or "Sponsor").

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on March 19, 2024, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City Officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

**1. Recitals and Effective Date.**

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference. The Effective Date of this Agreement is the date upon which City Commission approval is granted.

**2. Outdoor Event.**

The Applicant is permitted to operate or sponsor the outdoor events titled, "**NOBE SUNDAY BLOCK PARTY**" (referred to hereinafter as the "Event"), only at the location(s) and time(s) set forth in the attached Schedule 1 ("Exhibit 1") and Site Map ("Exhibit 2") (if applicable), which are attached hereto and made a part hereof.



### **3. General Requirements.**

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) The Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the event application and determine necessary parking requirements.
- (5) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (6) If the Event includes use of tents, awnings or canopies, in advance of the Event, the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (7) The Applicant shall pay for the expense of all city services provided as a result of the Event identified by City staff prior to the Event. In advance of the Event the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (8) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.

- (9) In advance of the Event the Applicant shall submit a written plan to the City's City Manager's Office that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's City Manager's Office has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (10) Pursuant to Section 16-154(1)(b) of the Code of Ordinances of the City of Fort Lauderdale, special event permittees are prohibited from using polystyrene products, or utilizing polystyrene food and beverage packaging while serving or preparing food or beverages, or providing polystyrene products to anyone while operating or located on City facilities or City property. The City may revoke the special event permit immediately if this section is violated. This subsection shall not apply to expanded polystyrene food and beverage packaging that was packaged outside of the City and sealed prior to receipt by the special event permittee.

#### **4. Outdoor Event Site.**

The City does not warrant that the event site will be available during the approval event period. Further, no such warranty is granted as to the suitability of the event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager or his designee.

#### **5. Insurance.**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Applicant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Applicant. The Applicant shall provide the City a certificate of insurance evidencing such coverage. The Applicant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Applicant shall not be interpreted as limiting the Applicant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Applicant for assessing the extent or determining appropriate types and limits of coverage to protect the Applicant against any loss exposures, whether as a result of this

Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Applicant under this Agreement.

The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent Applicants.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Applicant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**Liquor Liability**

Contractor shall provide evidence of coverage for liquor liability in an amount not less than \$500,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage already applies to this Agreement.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Applicant does not own vehicles, the Applicant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes (2023).

The Applicant waives, and the Applicant shall ensure that the Applicant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Applicant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Insurance Certificate Requirements**

- a. The Applicant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Applicant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Applicant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Applicant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Applicant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Applicant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Applicant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage

exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Applicant's expense.

If the Applicant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Applicant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Applicant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Applicant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Applicant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Applicant's insurance policies.

The Applicant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Applicant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Applicant's responsibility to ensure that any and all of the Applicant's independent Applicants and sub-contractors comply with these insurance requirements. All coverages for independent Applicants and sub-contractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Applicant.

#### **6. Restoration of public property.**

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt

of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the City Manager or his designee. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**7. Reimbursement of expenses.**

Should the City incur expenses as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the City Manager or his designee. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**8. Public Records.**

This agreement and any other documents pertinent to this Agreement is subject to the public records disclosure as prescribed in Chapter 119, Florida Statutes (2023), and as may be amended or revised, or as otherwise provided by law.

**IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL:**

**9. Notices.**

(a) Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement or any Assumption Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as Applicant may from time to time designate by notice as herein provided.

(b) All notices of default, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by

hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Greg Chavarria  
City Manager  
City Fort Lauderdale  
101 NE Third Avenue, Suite 2100  
Fort Lauderdale, FL 33301

With a copy to: Thomas J. Ansbro  
City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1605  
Fort Lauderdale, Florida 33301

AS TO APPLICANT: FISHTALES BAR & GRILL, INC.  
Attn: Catherine Vassallo, President  
3355 NE 33<sup>rd</sup> Street  
Fort Lauderdale, FL 33308

**10. Authority of the City of Fort Lauderdale City Manager.**

The City of Fort Lauderdale City Manager or his designee, shall have the authority to suspend all or any part of the Event when the City Manager or his designee determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission, suspend, modify or terminate the event or any portion upon his written determination or in the event any of the elements of the agreement are violated.

**11. Compliance with laws.**

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or

benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.

- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

## **12. Indemnification.**

Applicant shall protect and defend at Applicant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with this Event or arising directly or indirectly out of any act or omission by the Applicant or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Applicant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

## **13. Limitation of Liability.**

- (1) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00.
- (2) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100.00, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in



any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023).

**14. Transfer of Rights.**

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

**15. Venue.**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

**16. Incorporation.**

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:

CITY OF FORT LAUDERDALE,  
a Florida municipal corporation.



DAVID R. SOLOMAN  
City Clerk

  
GREG CHAVARRIA  
City Manager

Approved as to form and correctness:  
THOMAS J. ANSBRO, City Attorney

  
PATRICIA SAINTVIL-JOSEPH  
Assistant City Attorney



**APPLICANT/SPONSOR**

WITNESSES:

**FISHTALES BAR & GRILL, INC.,** a Florida profit corporation.

[Signature]  
Signature

By: Catherine Vassallo  
**CATHERINE VASSALLO**  
President

Isaiah M Rodriguez  
Print Name

X [Signature]  
Signature

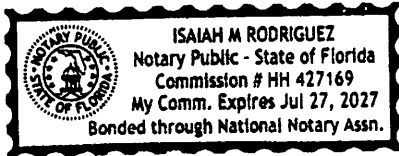
Kenisha Harris  
Print Name

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of March, 2024, by **CATHERINE VASSALLO**, as President of **FISHTALES BAR & GRILL, INC.**, a Florida profit corporation.

[SEAL]



[Signature]  
(Signature of Notary Public- State of Florida)

Isaiah M Rodriguez  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known \_\_\_\_\_ OR Produced Identification ↓  
Type of Identification Produced FL Drivers License

*PHL*

# EXHIBIT 1

## Schedule 1

**Applicant:** Fishtales Bar & Grill, Inc.

**Event Name:** NOBE Sunday Block Party (District 1)

**Date/Time:** Every Sunday in April 2024 (5:00pm – 9:00pm)  
**April 7, 14, 21, 28 (2024)**

**Location:** North Side of NE 33rd Street between A1A and NE 33rd Ave, Fort Lauderdale, FL 33308

**Set Up Date/Time:** Every Sunday in April 2024 (4:00pm – 5:00pm)  
**April 7, 14, 21, 28 (2024)**

**Breakdown Date/Time:** Every Sunday in April 2024 (9:00pm – 10:00pm)  
**April 7, 14, 21, 28 (2024)**

**Road Closing:** Every Sunday in April 2024 (4:00pm – 10:00pm)  
North Side of NE 33rd Street between A1A and NE 33rd Avenue,  
Fort Lauderdale, FL 33308  
**April 7, 14, 21, 28 (2024)**

**Alcohol:** Yes

**Amplified Music:** Every Sunday in April 2024 (5:00pm – 9:00pm)  
**April 7, 14, 21, 28 (2024)**

**Special Permission:** Amplified Music/Extended Road Closure – No

**Insurance Required:** Yes

**Banners:** No

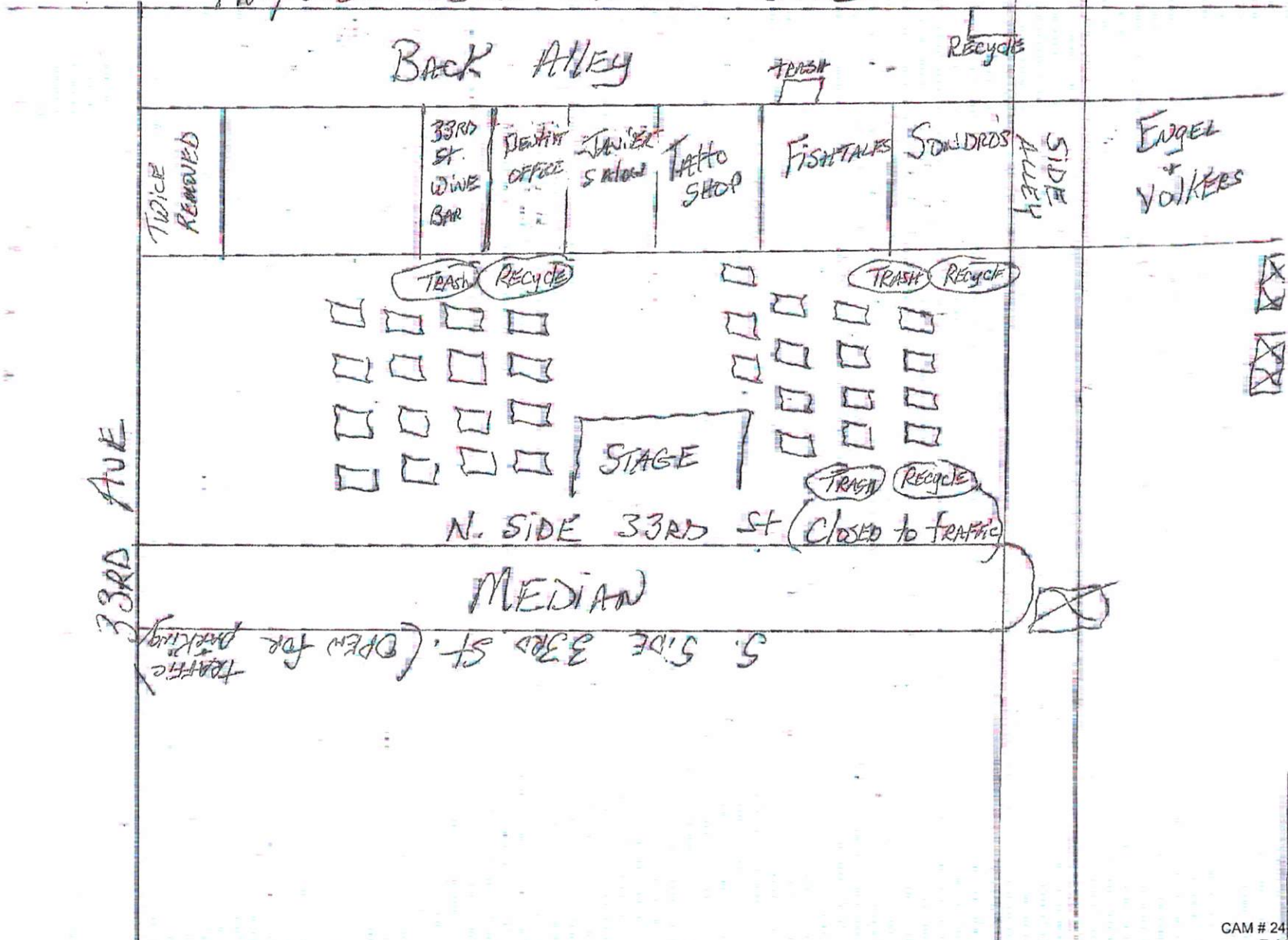
**Pending Code Violations:** No

**Application Submitted:** 2/7/24

**Application Fee:** \$200

# EXHIBIT 2

## PROPOSED 33RD STREET SITE PLAN





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

1 L

Today's Date: 4/5/2024

DOCUMENT TITLE: FISHTALES BAR & GRILL, INC. – OUTDOOR EVENT AGREEMENT FOR NOBE SUNDAY BLOCK PARTY

COMM. MTG. DATE: 3/19/2024 CAM #: 24-0306 ITEM #: M-1 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Parks & Rec Router Name/Ext: B. Henry/4349 # of originals routed: 1 Date to CAO: 4/5/24

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 4/10/24 Patricia SaintVil-Joseph  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber C./CMO Date: 4.10.24

4) City Manager's Office: CMO LOG #: APR 15 Document received from: \_\_\_\_\_

Assigned to: GREG CHAVARRIA   
ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo \_\_\_\_\_ (Initial/Date) S. Grant \_\_\_\_\_ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

5) City Clerk's Office: Retains ELECTRONIC COPY & forwards 1 original to: B. Henry/Parks & Rec/4349

Attach \_\_\_ certified Reso # \_\_\_  YES  NO

Original Route form to CAO/J. Larregui

Rev. 1/22/24