

**DOCUMENT ROUTING FORM**

① ✓ 12/21/12 ②

NAME OF DOCUMENT: Agreement with Riverwalk Fort Lauderdale, Inc. – January 1, 2013 through December 31, 2013.

12 DEC 5 PM 3:14

Approved Comm. Mtg. on November 6, 2012 CAM# 12-2323

ITEM: ☒ ~~M-5~~ ☐ PH - ☐ O - ☐ CR - ☐ R -

Routing Origin: ☐ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHER

Also attached: ☐ copy of CAR ☐ copy of document ☐ ACM Form ☐ # \_\_\_\_\_ originals

By: \_\_\_\_\_ forwarded to: \_\_\_\_\_  
Initials

1.) Approved as to Content:

Department Director

Capital Improvements 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, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☐ NO  
Capital Improvement Projects

2.) Approved as to Funds Available: by \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director

Amount Required by Contract/Agreement \$ \_\_\_\_\_ Funding Source: \_\_\_\_\_

Dept./Div. \_\_\_\_\_ Index/Sub-object \_\_\_\_\_ Project # \_\_\_\_\_

3.) City Attorney's Office: Approved as to Form: # \_\_\_\_\_ Originals to City Mgr. By: \_\_\_\_\_

Harry A. Stewart	_____	Cole Copertino	<input checked="" type="checkbox"/>	Robert B. Dunckel	_____
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Carrie Sarver	_____	DJ Williams-Persad	_____		_____

4.) Approved as to content: Assistant City Manager:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward :# \_\_\_\_\_ originals to Mayor.

6.) Mayor: Please sign as indicated and forward :# \_\_\_\_\_ originals to Clerk.

7.) To City Clerk for attestation and City seal.

**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: retains one original document and forwards ~~3~~ original documents to \_\_\_\_\_  
☒ Copy of document to Stacey Daley ☒ Original Route form to Carla Foster  
☐ Attach \_\_\_\_\_ certified copies of Reso. # \_\_\_\_\_ ☐ Fill-in date

12/21

2012 DEC -5 AM 9:00  
RECEIVED  
FT LAUDERDALE  
CITY ATTORNEY'S OFFICE

## **CITY OF FORT LAUDERDALE**

### **OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, referred to hereinafter as "City",

and

RIVERWALK FORT LAUDERDALE, INC., a non - profit corporation operating under the laws of Florida, whose principal place of business is 300 SW 2<sup>nd</sup> Street, Suite #7, Fort Lauderdale, Florida 33312 and who is referred to hereinafter as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold multiple outdoor events within the Riverwalk Linear Park 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 November 6, 2012, 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:

The foregoing recitals are true and correct, and:

#### **1. Effective Date.**

The term of this Agreement shall commence on January 1, 2013, and shall expire on December 31, 2013.

#### **2. Outdoor Event.**

The Applicant is permitted to operate or sponsor the (referred to hereinafter collectively as the "Events", individually as "Event") within the Riverwalk Linear Park (referred to herein as "the Park") upon receipt of administrative approval of the Director of the City of Fort Lauderdale Parks and Recreation department (referred to hereinafter as "the Director") pursuant to Section 3 of this Agreement. Riverwalk Linear Park being further described in the attached Exhibit A.

### **3. Administrative Approval Process.**

- (1) The Applicant shall submit a complete outdoor event application to the Parks and Recreation Department at least (30) days prior to the date of the event, or additional time for notice as required by the Parks and Recreation Director. The application shall include a description of the proposed event, time, date and specification location within the park.
- (2) The Director shall review the application to determine whether the requested location is in use by the City or any other authorized party, pursuant to an existing agreement with the City for the dates and times proposed by the Applicant and notify the Applicant the availability of the location.
- (3) Applicant shall pay the outdoor event application fee for each application submitted.
- (4) Upon receipt of the outdoor event application fee, the Director shall coordinate the review of the application for compliance with Article V., entitled "Outdoor Event", of the City of Fort Lauderdale Code of Ordinances and the Director shall notify the Applicant as to whether the event has been approved or denied.

### **4. 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) 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.

- (5) 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.
- (6) 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.
- (7) 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.
- (8) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.
- (9) The Applicant shall indemnify and hold harmless the City for any damage to person or property that occurs during or as a result of the operation of the Event.
- (10) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, 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 Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

- (11) The sale, possession, or consumption of any alcoholic beverage at the Event is subject to administrative approval by the City Manager or his/her designee, in accordance with Section 15-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

#### **4. 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 Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

#### **5. 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 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 Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

#### **6. Authority of the City of Fort Lauderdale City Manager.**

The City of Fort Lauderdale City Manager and his/her designee, the Director of the City of Fort Lauderdale Parks and Recreation Department (referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director 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 and to suspend or terminate the Event or any portion of it if any of the elements of the agreement are violated.

**7. 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

**8. 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.

**9. Venue.**

Venue to enforce the provisions of this agreement shall be Broward County, Florida.

**10. Incorporation.**

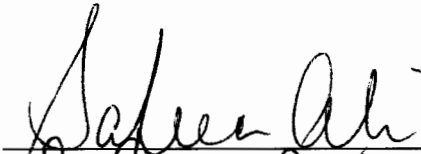
This Outdoor Event Agreement, together with the attached Exhibit A, constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental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

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

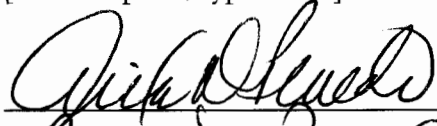
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the 21<sup>st</sup> day of December, 2012.

WITNESSES:

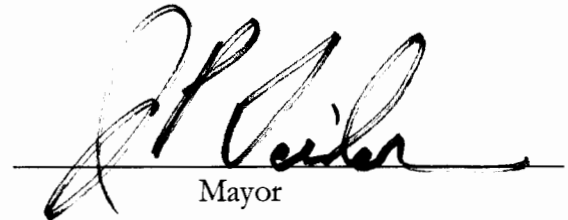
CITY OF FORT LAUDERDALE

  
\_\_\_\_\_  
Safar Ali

[Witness print/type name]

  
\_\_\_\_\_  
Anika D. Renedo

[Witness print/type name]

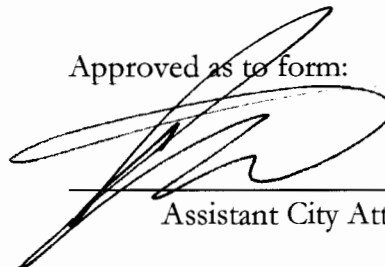
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Manager

ATTEST:

  
\_\_\_\_\_  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney



WITNESSES:

RIVERWALK FORT LAUDERDALE,  
INC.

Kathryn Deuler

KATHRYN Dressler

[Witness print/type name]

Caitlin Fahey

CAITLIN FAHEY

[Witness print/type name]

By Eugenia Duncan Ellis

EUGENIA DUNCAN ELLIS, PRESIDENT

[Print/type name and title]

(CORPORATE SEAL)

ATTEST:

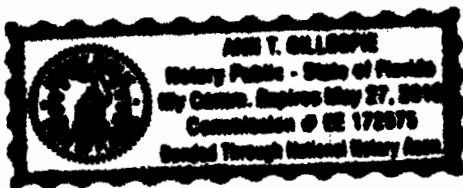
Patricia Davis

Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 31 day of October, 2012, by EUGENIA DUNCAN ELLIS, as PRESIDENT of the RIVERWALK FORT LAUDERDALE, INC. He/She is personally known to me or ~~has~~ produced \_\_\_\_\_ as identification.

(SEAL)



Ann T. Gillespie

Notary Public, State of Florida (Signature of  
Notary Taking Acknowledgment)

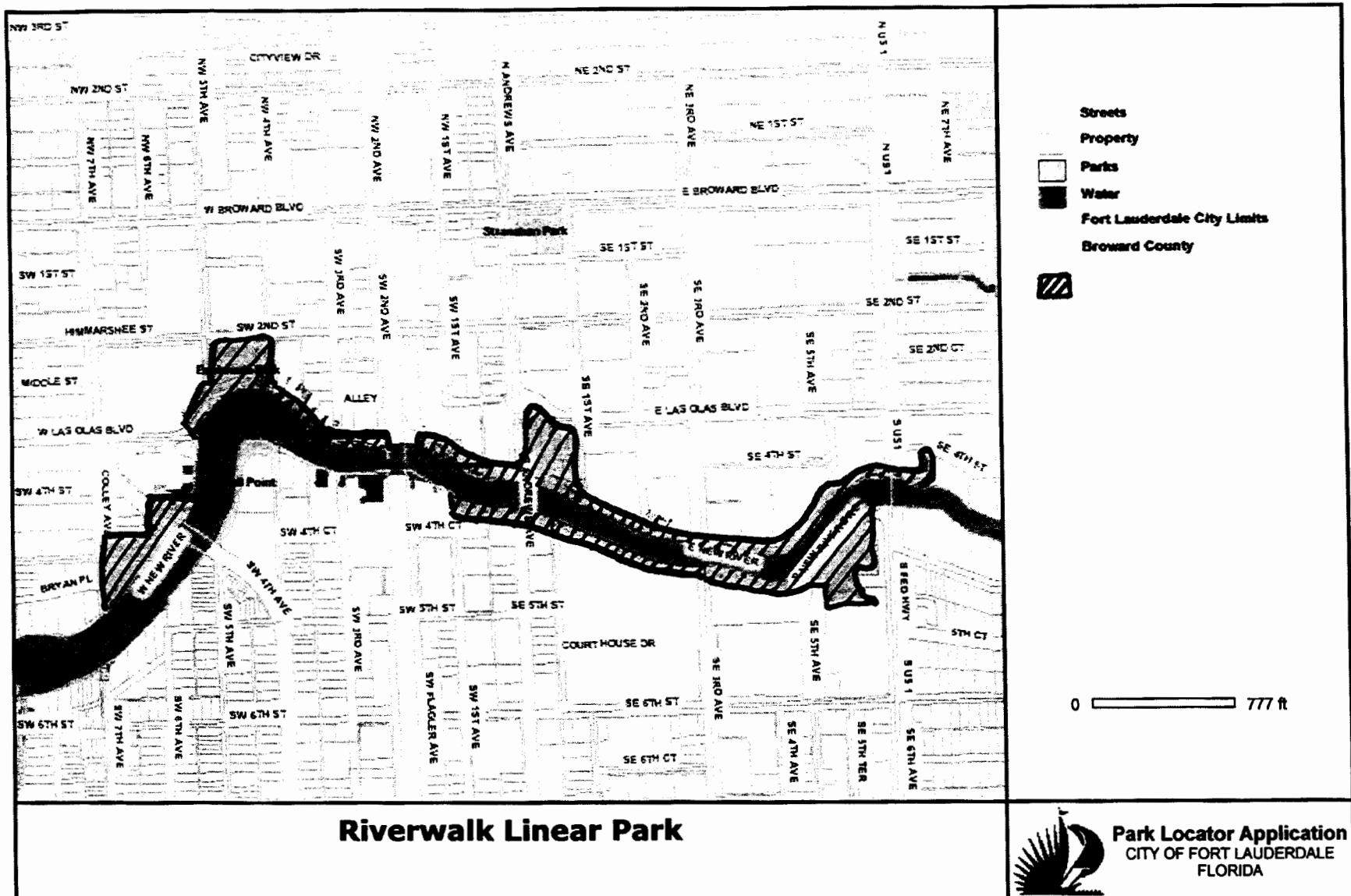
ANN T. GILLESPIE

Name of Notary Typed, Printed or Stamped

My Commission Expires: MAY 27, 2010

EE 172575

Commission Number



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