

# **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 888 East Las Olas Boulevard, Suite 210, Fort Lauderdale, Florida 33301, and who is referred to hereinafter as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold multiple outdoor events within the Downtown Fort Lauderdale and Riverwalk Linear Park Areas 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 October 23, 2018, by Motion, the City Commission of the City of Fort Lauderdale authorized execution of 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, 2019, and shall expire on December 31, 2019.

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

The Applicant is permitted to operate or sponsor the (referred to hereinafter collectively as the "Events", individually as "Event") within the Downtown Fort Lauderdale and Riverwalk Linear Park Areas, more specifically defined in Exhibit A attached hereto (referred to herein as "Event Map") upon receipt of administrative approval of the City of Fort Lauderdale City Manager, or his or her designee, (referred to hereinafter as "City Manager") pursuant to Section 3 of this Agreement.

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

- (1) The Applicant shall submit a complete outdoor event application to the City Manager's Office at least (30) days prior to the date of the event, or additional time for notice as required by the City Manager. The application shall include a description of the proposed event, time, date and specification location within the Event Map area.
- (2) The City Manager 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 in accordance with the fee schedule.
- (4) Upon receipt of the outdoor event application, the City Manager 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 City Manager 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, or greater as deemed satisfactory by the City Risk Manager, 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), or greater as deemed satisfactory by the City Risk Manager. 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 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 Manager approves 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, 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 City Manager's office. 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 expense 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 City Manager's office. 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 shall have the authority to suspend all or any part of the Event when the City Manager 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, constitutes 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_

\_\_\_\_\_

DEAN J. TRANTALIS, MAYOR

\_\_\_\_\_

[Witness print/type name]

\_\_\_\_\_

\_\_\_\_\_

LEE R. FELDMAN, CITY MANAGER

\_\_\_\_\_

[Witness print/type name]

ATTEST:

\_\_\_\_\_

JEFF A. MODARELLI, CITY CLERK

APPROVED AS TO FORM:

ALAIN E. BOILEAU, CITY ATTORNEY

BY:

\_\_\_\_\_

KIMBERLY CUNNINGHAM MOSLEY,  
ASSISTANT CITY ATTORNEY

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

RIVERWALK FORT LAUDERDALE, INC., a  
Florida not for profit corporation.

\_\_\_\_\_

EUGENIA DUNCAN ELLIS

☐ President ☐ Vice President

☐ Authorized Signatory (Please provide corporate  
authorization)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
[Print Name]

CORPORATE SEAL

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2018, by EUGENIA DUNCAN ELLIS as PRESIDENT of RIVERWALK FORT LAUDERDALE,  
INC., a Florida not for profit corporation, who is ☐ personally known to me or ☐ has produced  
\_\_\_\_\_ as identification.

(NOTARY SEAL)

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

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

## Exhibit A

### 2019 Anticipated Event Schedule

#### RIVERWALK DISTRICT

#### RIVERWALK FORT LAUDERDALE

Event times to be determined in accordance with City approved rules and regulations when applications submitted. Any event that does not meet the current times denoted by the City will be subject to review by the City Commission.

Events	Forecast Date/Months * Or Date confirmed currently
The Wharf At Riverfront	January - December 2019
Stone Crab and Seafood Fest	January 12, 2019
Riverwalk Noon Tunes	February 6, 2019
Chili Cook Off	February 23, 2019
Scavenger Hunt	Summer 2019 Pending*
Walk A Thon	Summer 2019- pending*
Veggie Food & Wine Festival	Spring 2019- pending*
Find Your Fitness	Spring 2019- pending*
Movie Night in the Park	February 2019 - pending*
New River Fest	February 9, 2019
Riverwalk Noon Tunes	February 13, 2019
Riverwalk Blues & Music Festival	Spring 2019- pending*
Riverwalk Noon Tunes	February 20, 2019
Hope Floats	March 2019- pending*
Riverwalk Noon Tunes	February 27, 2019
Riverwalk on Water – Battle for the Paddle Challenge	February 2019*
Riverwalk Noon Tunes	March 6, 2019
Tribute	March 2019
Riverwalk Noon Tunes	March 13, 2019
Riverwalk Noon Tunes	March 20, 2019
Riverwalk Noon Tunes	March 27, 2019
Burger Battle X	March 29, 2019
The Color Run	May 17/18, 2019
Spring Get Downtown	April 2019 - pending*
Barefoot I the Park	April 2019 - pending *
Spin A Thon	April 2019 - pending*
Navy Band - Fleet Week	May 2019 *
Fleet Week	May 2019 *
Glam A Thon	May 11, 2019
Make Music Day	June 21, 2019

Bartending Challenge	July 2019 - pending*
Mixology Challenge	August 2019 - pending *
Drink & Eat Like a Local	August 2019 - pending*
Volunteer Fair	August 2019*
Fall Festival	September 2019 - pending*
Movie in the Park	October 2019 - pending*
Bacon Bash	October, 2019 - pending*
Smoke on the Water - BBQ Feast	October 2019
Day of the Dead	November 2, 2019
Mutts & Martinis	November 2019 - pending
Fall Get Downtown	November 2019 - pending*
Get Lit	November 2019- pending *
Light Up Lauderdale	November thru mid January – months
Movie in the Park	December 2019 - pending*
<b>Activations</b>	
Noon Tunes	February thru mid April - see above
Classes (Art, Dance, Dog Walking, Gardening)	Weekly all year round
Doggie Play Dates	Weekly November - May
Exercise Classes (Yoga, Aerobics, Boot Camp, etc.)	Weekly all year round
Paddle Riverwalk Friday-Sunday (Weekly) Classes & Tours	Weekly all year round
Corn Hole – Leagues	Spring – 6 weeks
Croquet – Leagues	Spring – 6 weeks
Kayak Tours	Weekly
Chess – Leagues	Weekly all year round
Kickball – Leagues	Winter – 6 weeks
Dodge ball – Leagues	Winter – 6 weeks
Riverwalk Arts	Monthly year round
Segway Tours	Weekly all year round
Bicycle Tours	Weekly all year round

- Dates are forecasted based on availability of the parks when permit applications are accepted. \*

