

PSJ CM-6 [24-0851](#) Motion Approving Outdoor Event Agreements and Related Road Closures with Howard Alan Events, Inc. for the North Beach Shoppes Arts & Crafts Festival (December 2024 and February 2025) - (Commission District 1)

APPROVED

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

PSJ CM-7 [24-0852](#) Motion Approving Outdoor Event Agreements with Thrive Development Group LLC, for four (4) THRIVE EVENTS: Diecast Collectibles, Bark and Brews, Art Walk and Fueled Coffee & Classics - (Commission District 2)

APPROVED

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

PSJ CM-8 [24-0593](#) Motion Approving an Agreement with Riverwalk Fort Lauderdale, Inc. for Calendar Year 2025 Events - (Commission Districts 2 and 4)

APPROVED

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

JS CM-9 [24-0702](#) Motion Accepting Broward County Enhanced Marine Law Enforcement Grant Program Funds - \$195,192 - (Commission Districts 1, 2, 3 and 4)

APPROVED

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

RMH CM-10 [24-0713](#) Motion Approving a Retroactive Agreement for the Galt Ocean Mile Beautification Improvements Project - Chen Moore and Associates, Inc. - (Commission District 1)

APPROVED

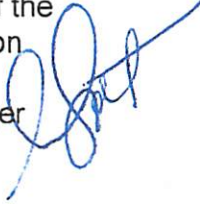
Yea: 5 - Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman and Mayor Trantalis



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#24-0593

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

FROM: Susan Grant, Acting City Manager 

DATE: October 1, 2024

TITLE: **REVISED CM-8** - Motion Approving an Agreement with Riverwalk Fort
Lauderdale, Inc. for Calendar Year 2025 Events - (**Commission Districts**
2 and 4)

Recommendation

Staff recommends the City Commission approve an agreement, in substantially the form attached, with Riverwalk Fort Lauderdale, Inc. consolidating approval of outdoor events proposed in the event area from January 1, 2025, through December 31, 2025.

Background

Riverwalk Fort Lauderdale, Inc. is requesting authorization for the execution of an Agreement to allow the listed outdoor events (Exhibit 1) and other substantially similar events to be conducted by the organization in the event area from January 1, 2025, through December 31, 2025, contingent upon the approval of the City Manager or designee for each event. Ending times for amplified music will follow the current policy, with any requests to the contrary coming before the City Commission for approval. Authorization for the execution of individual events is contingent upon staff review and approval of individual event applications.

This annual approval was granted the first time by the City Commission for Riverwalk events in 2010 and has been granted each year since. The same process will continue to be followed for all Riverwalk events for the coming year. Each individual event application will be subject to administrative review and approval. The organizer will pay the applicable fees and costs as designated by the City Manager, for each application that is submitted. All current permitting requirements, including but not limited to; trash disposal, parking arrangements, logistics, and security, as applicable, will apply. Organizer will provide the City with a certificate of insurance in the amount of \$1,000,000 general liability and \$500,000 liquor liability or greater as deemed satisfactory by the City's Risk Manager, for each event, naming the City as an additional insured, if required pursuant to the Code of Ordinances.

~~Beginning October 1, 2024, The Riverwalk District Event area will be expanded North and East to include the Flager Village area and additional areas of Las Olas Blvd. The Revised~~

District Area Map is included as Exhibit 2a.

Resource Impact

Revenue related to these agreements, \$200 per event application for an estimated \$6,000 (Exhibit 1), is included in the FY 2025 operating budget in the account listed below, contingent upon City Commission approval of the FY 2025 Budget.

Funds available as of October 1, 2024					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-6025-574-347-200-PKR029	Community Events	Charge for Service / Non Sponsor Charges – Spec Event Fees	\$90,000	\$0	\$6,000
TOTAL AMOUNT ►					\$6,000

Strategic Connections

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

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Places Focus Area
- Goal 5: Build a beautiful and welcoming community

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 – 2025 Anticipated Event Schedule

Exhibit 2 – Riverwalk District Event Area

~~Exhibit 2a – Revised Riverwalk District Event Area~~

Exhibit 3 – Riverwalk Fort Lauderdale, Inc. for Calendar Year 2025 Events Agreement

Prepared by: Carolyn Bean, Assist. to the Director, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation
10/01/2024
CAM #24-0593

**CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is entered into on this 9 of October, 2024, by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301 (hereinafter referred to as "City"),

and

RIVERWALK FORT LAUDERDALE, INC., a Florida not for profit corporation, with its principal address located at 888 East Las Olas Boulevard, Suite 210, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Applicant" or "Sponsor").

WHEREAS, the Applicant wishes to operate or sponsor multiple outdoor events during calendar year 2025 within the Downtown Fort Lauderdale area and the Riverwalk District, and has submitted its 2025 Anticipated Events Schedule (hereinafter referred to as "**Exhibit A**") for the City Commission's consideration and approval, pursuant to the requirements outlined in Chapter 15, Article V. of the Code of Ordinances of the City of Fort Lauderdale, Florida ("Code of Ordinances") and conditioned upon the Applicant submitting a separate outdoor event application for each event identified in Exhibit A with an Anti-Human Trafficking Affidavit on a form approved by the City, which is attached hereto and identified as "**Exhibit A-1**" in compliance with Section 787.06, Florida Statutes (2024), as may be amended or revised; and

WHEREAS, each outdoor event application shall be subject to the City's administrative review and approval process in accordance with the terms and conditions outlined in the Code of Ordinances, and Applicant shall secure the insurance coverage approved by the City's Risk Manager and agree to indemnify and hold the City of Fort Lauderdale harmless for any damage to persons or property that might occur during or as a result of each outdoor event; and

WHEREAS, the City Commission has considered an annual approval request from Applicant for the anticipated Riverwalk events since 2010 and finds its approval is in the best interest of the City for coordinating and ensuring that proper staffing is available for critical resources to support the anticipated outdoor events, including but not limited to, police, fire, and sanitation; and

WHEREAS, on October 1, 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(s).

The Applicant is permitted to operate or sponsor the outdoor events (hereinafter individually referred as "Event" and collectively as "Events") within the Downtown Fort Lauderdale area and the Riverwalk District during the projected date(s) and time(s) listed in the attached **Exhibit A** and at the location particularly described in the attached "Riverwalk District Event Area" (hereinafter referred to as **Exhibit B**), subject to and conditioned upon the terms outlined herein and the City's review and approval of a separate outdoor event application for each event identified in Composite Exhibit A and an Anti-Human Trafficking Affidavit on a City-approved form (Exhibit A-1).

3. Administrative Approval Process.

- (1) The Applicant shall submit a completed outdoor event application with an Anti-Human Trafficking Affidavit for each Event identified in Composite Exhibit A to the City Manager's office at least (30) days prior to the date of each event, or within the time prescribed by the City Manager to comply with mandatory notice requirements. The application shall include a description of the proposed event, time, date and specified location within the Event Map area, with said terms and conditions outlined in an Outdoor Event Agreement and approved by the City Manager or designee, or approved by the City Commission whenever required by the City Charter or Code of Ordinances.
- (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 and Anti-Human Trafficking Affidavit from the Applicant, the City Manager shall coordinate the review of the application for compliance with Chapter 15, Article V. of the Code of

Ordinances, titled "Outdoor Events," 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 and local 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 to schedule appropriate and necessary City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. Prior to the Event, the Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) Prior to the Event, the Applicant shall coordinate with the City's Department of Transportation and Mobility to review the event application and determine necessary parking requirements.
- (5) If the Event includes the sale or distribution of any food or beverages, prior to the Event, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate government agency.
- (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 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'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.

5. Outdoor Event Site.

The City does not warranty that the any of the scheduled event site will be available during the approved 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/her designee.

6. 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.

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.

Liquor Liability

Contractor shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 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.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. 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 Statute.

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 named 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
401 SE 21 Street
Fort Lauderdale, FL 33316

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, a Florida municipal corporation, its officials, employees, or volunteers 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.

7. 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/her 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. 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/her designee. Resolution of any such challenge shall be made by the City Manager; and the Applicant agrees to abide by the City Manager's decision.

9. Audit Right and Retention of Records.

City shall have the right to audit the books, records, and accounts of Applicant and Applicant's subcontractors that are related to this Agreement. Applicant shall keep and Applicant shall cause Applicant's subcontractors to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Applicant and Applicant's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Applicant or Applicant's subcontractors, as applicable, shall make same available at no cost to the City.

Applicant and Applicant's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida all financial records, supporting documents, statistical reports, and any other documents pertinent to this Agreement for the required retention period as prescribed in Chapter 119, Florida Statutes (2024), 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 (2024), 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: PRRCONTRACT@FORTLAUDERDALE.GOV.

10. 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: Susan Grant
Acting City Manager
City Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

With a copy to: Thomas J. Ansbro
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

AS TO APPLICANT: Riverwalk Fort Lauderdale, Inc.
ATTN: Eugenia Duncan Ellis, President
888 East Las Olas Boulevard
Suite 210
Fort Lauderdale, FL 33301

11. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager or his/her designee, shall have the authority to suspend all or any part of the Event when the City Manager or his/her 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 thereof upon his/her written determination or to the extent any term or condition of this Agreement is violated.

12. 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.

13. 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.

14. 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 Article 768.28, Florida Statutes (2024).

15. 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.

16. 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.

17. Incorporation.

This Outdoor Event Agreement, together with the attached Composite 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.

18. ANTI-HUMAN TRAFFICKING.

As a condition precedent to the effectiveness of this Agreement, the Applicant shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the Applicant under penalty or perjury attesting that the Applicant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

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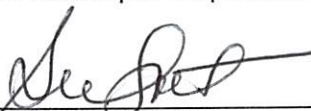
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:

CITY OF FORT LAUDERDALE,
a Florida municipal corporation.

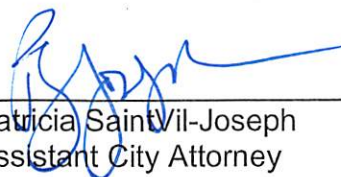


DAVID R. SOLOMAN
City Clerk



SUSAN GRANT
Acting City Manager

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



Patricia Saint-Vil-Joseph
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

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

[Handwritten Signature]
Witness Signature

[Handwritten Signature]
Eugenia Duncan Ellis, President

SEDERNY COUETTE
Print Witness Name

[Handwritten Signature]
Witness Signature

Danielle Rice
Print Witness Name

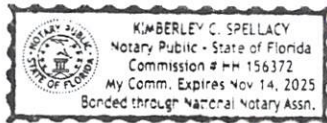
(CORPORATE SEAL)



STATE OF FLORIDA:
COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of October, 2024, by **Eugenia Duncan Ellis**, as President of **RIVERWALK FORT LAUDERDALE, INC.**, a Florida not for profit corporation.

(NOTARY SEAL)



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

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

Personally known OR Produced Identification _____
Type of Identification Produced _____

Exhibit A

2025 Anticipated Event Schedule

2025

Anticipated Event Schedule

RIVERWALK DISTRICT – RIVERWALK FORT LAUDERDALE

Event times to be determined in accordance with City approved rules & 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.

Riverwalk Stone Crab & Seafood Festival	January 4
Rhythm & Brews	January 25
Chili Cookoff	February 8
IGNITE!	Feb 9 - 26
Find your Fitness	February TBD
Noon Tunes	Feb-March TBD
Riverwalk International Food Festival	March 22
Riverwalk Tribute	March TBD
Burger Battle	March TBD
Smoke on the Water BBQ	April 12
Rhythm & Brews	April 26
Spring – Get Downtown	TBD
Riverwalk Blues Festival	TBD
May the 4 th Be With You	May 3
Fizz Fest	May 10
Tacos & Tequilas	May 17
Rhythm & Brews	June 14
Make Music Day	June 21

Battle of The Bands	June TBD
Whiskey & Chocolate	June TBD
Drink & Eat Like a Local	Jul TBD
New River Fest	Jul TBD
Rhythm & Brews	August 23
Libations/Beer Fest	Sept. 27
Fall Festival	Oct 18
Fall – Get Downtown	TBD
Day of the Dead	Nov. 1
Light Up Lauderdale	Nov 13
Mutts & Martinis	Nov 15
Rhythm & Brews	Nov 22

Activations

Movies in the Park	Quarterly
Food in Motion	Twice Monthly Market
Soft Sounds	Monthly @ Tunnel Top
Noon Tunes	8 Weeks
Classes (Art, Dance, Dog Walking, Gardening)	Alternate Year Round
Doggie Play Date	Weekly Nov-May
Exercise Classes (Boot Camp, Yoga, etc)	Weekly Year Round
Dodgeball League	Winter 8 weeks
Riverwalk Art Walks	Monthly – year round
Segway Tours	Year Round
Bicycle Tours	Year Round

Dates are forecasted based on availability of parks when permit applications are accepted.



ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 09/13/2024

The undersigned, on behalf of Riverwalk Fort Lauderdale Inc.
a 501(c)3 NFP (State corporation is registered) FLORIDA (Type of entity, ie, LLC, Inc, etc.),
("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is EUGENIA DUNCAN ELLIS
(Print complete name of corporate officer/authorized representative)
2. I am an officer or authorized representative (Select one) of the Nongovernmental Entity. My title is: PRES/CEO
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

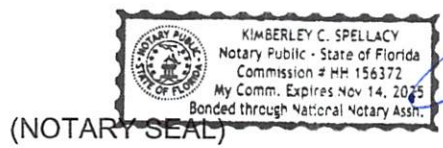
Office Address: 888 E. Las Olas Blvd, Ste 210, Ft. Lauderdale, FL 33301

Email Address: genia@goriverwalk.com

Main Phone Number: 954 468 9541 FEIN No.: 65-0112666

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to and subscribed before me by means of physical presence or online notarization, this 2nd day of October, 2024, by EUGENIA DUNCAN ELLIS.
(Print name of corporate officer/representative)



Kimberley C. Spellacy
(Signature of Notary Public - State of FL)

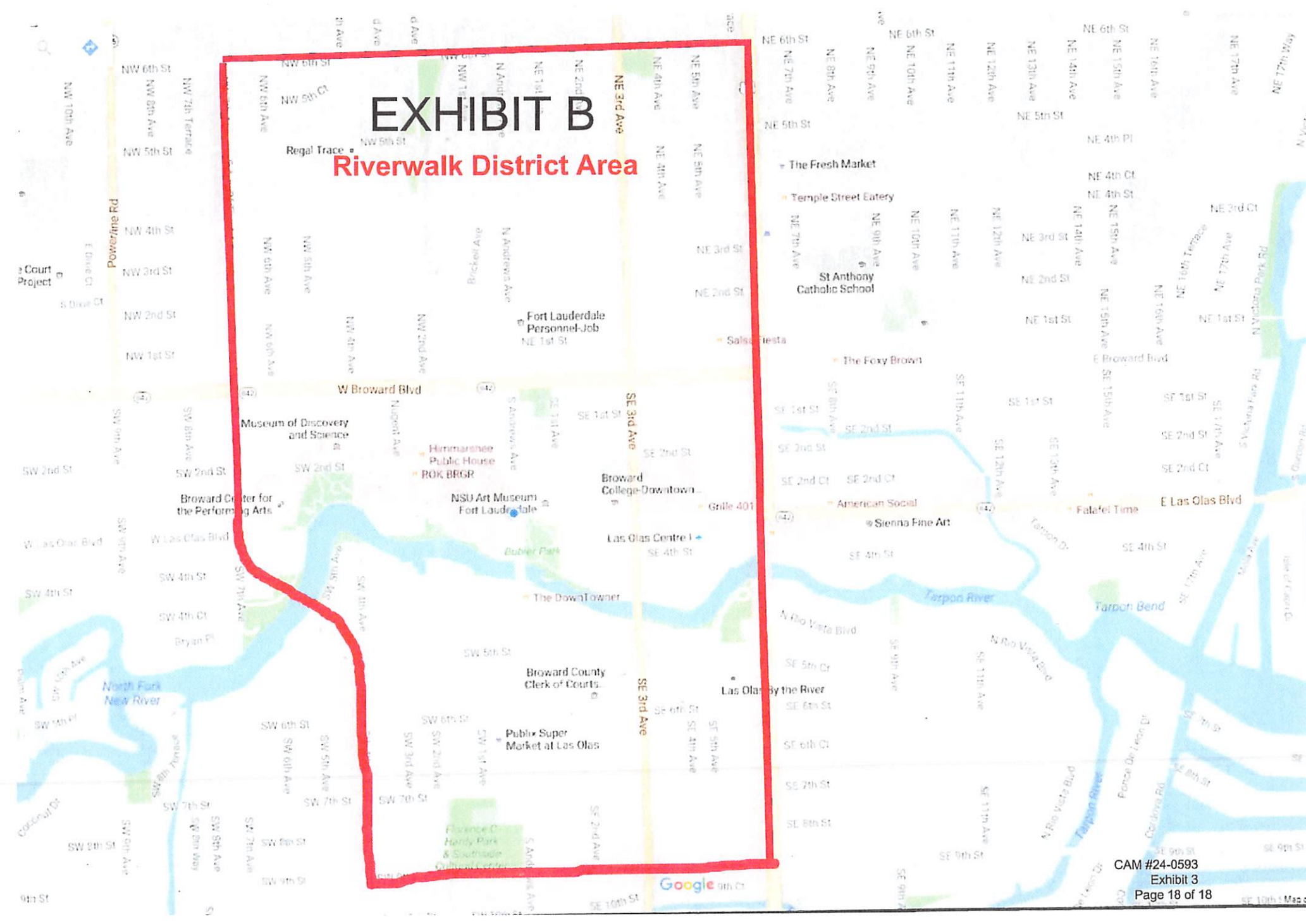
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT B

Riverwalk District Area





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: 10/07/2024

DOCUMENT TITLE: Agreement with Riverwalk Fort Lauderdale, Inc. for Calendar Year 2025 Events - (Commission Districts 2 and 4)

COMM. MTG. DATE: 10/01/2024 CAM #: 24-0593 ITEM #: CM-8 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: M.Celetti/5001 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 Router Name/Ext: C.BEAN/4349 # of originals routed: 1 Date to CAO: 10/04/2024

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

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

Date to CCO: 10/08/24 Patricia SaintVil-Joseph
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 10/08/24

4) City Manager's Office: CMO LOG #: _____ Document received from: _____

Assigned to: SUSAN GRANT LAURA REECE
CHRIS COOPER BEN ROGERS
LAURA REECE as CRA Executive Director

APPROVED FOR S. GRANT'S SIGNATURE N/A FOR S. GRANT TO SIGN

PER AACM: C. Cooper _____ (Initial/Date) L. Reece _____ (Initial/Date)
B. Rogers _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 2 originals to: C.BEAN/PARKS/Ext. 4349

Attach ___ certified Reso # _____ YES NO

Original Route form to M.Celetti/CAO