



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#24-0588

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

FROM: Susan Grant, Acting City Manager

DATE: July 2, 2024

TITLE: Motion Approving an Event Agreement and Request for Road Closures, including an Extended Road Closure Beyond 10:00am on the Barrier Island and Request for Music Exemption for The Seminole Hard Rock Winterfest Boat Parade - **(Commission Districts 1, 2 and 4)**

Recommendation

Staff recommends the City Commission approve an event agreement and request for road closures, including an extended road closure beyond 10:00am on the Barrier Island and request for music exemption with Integrity Multisport Inc., in substantially the form attached, and authorize execution of the agreement by the City Manager.

Background

The Seminole Hard Rock Winterfest Boat Parade will have three separate activation sites including The New River/Intracoastal Waterway, Tunnel Top Park/Laura Ward Plaza/Riverwalk (from Salt 7 east to Riverside Hotel) and Las Olas Intracoastal Promenade Park. Details for each location activation are listed below.

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

The organizer will pay for all event costs and submit the required certificates of insurance. The event organizer 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 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 agreements is contingent upon the City

07/02/20

Attorney's Office receiving and approving a validly executed agreement.

Event 1: Seminole Hard Rock Winterfest Boat Parade – (Districts 1, 2 and 4)	
Applicant:	Winterfest, Inc.
Date/Time:	Saturday, December 14, 2024 (6:00pm – 11:00pm)
Location:	Parade Route: Along the New River in Fort Lauderdale to Lake Santa Barbara in Pompano Parade Staging: New River Docks
Set Up Date/Time:	Saturday, December 14, 2024 (8:00am – 6:00pm)
Breakdown Date/Time:	Saturday, December 14, 2024 (8:30pm – 11:00pm) <i>** Breakdown will begin as parade moves down river.</i>
Road Closing:	No
Alcohol:	No
Amplified Music:	Saturday, December 14, 2024 (4:30pm – 11:00pm)
Special Permission:	Yes, Amplified Music to be played until 11:00pm on Saturday, December 14, 2024.
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Received:	2/9/24
Application Fee:	\$200
Beach Usage Fee:	N/A

Event 2: Seminole Hard Rock Winterfest Boat Parade VIP VIEWING AREA– (District 2)	
Applicant:	Winterfest, Inc.
Date/Time:	Saturday, December 14, 2024 (8:00AM – 11:00pm)
Location:	Riverwalk (from Salt 7 east to Riverside Hotel) Tunnel Top Park/Laura Ward Plaza
Set Up Date/Time:	Thursday, December 12, 2024 (8:00am – 5:00pm)
Breakdown Date/Time:	Monday, December 16, 2024 (9:00am – 5:00pm)
Road Closing:	Saturday, December 14, 2024 (7:00am -10:00pm) <ul style="list-style-type: none"> SE 4th Street between SE 6th Ave to west side of SE 8th Avenue
Alcohol:	Yes

Amplified Music:	Saturday, December 14, 2024 (4:30pm – 11:00pm)
Special Permission:	Yes, Amplified Music to be played until 11:00pm on Saturday, December 14, 2024.
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Received:	2/9/24
Application Fee:	Included in the initial \$200 Boat Parade application fee.
Beach Usage Fee:	N/A

Event 3: Seminole Hard Rock Winterfest Boat Parade PUBLIC VIEWING AREA – (District 2)

Applicant:	Winterfest, Inc.
Date/Time:	Saturday, December 14, 2024 (7:00am – 11:00pm)
Location:	Las Olas Intracoastal Promenade Park (80 Las Olas Cir, Fort Lauderdale, FL 33316)
Set Up Date/Time:	Friday, December 13, 2024 (8:00am – 5:00pm)
Breakdown Date/Time:	Monday, December 16, 2024 (8:00am – 5:00pm)
Road Closing:	Yes – Full Road Closure Saturday, December 14, 2024 (6:00am – 11:30pm) Las Olas Circle Surrounding Las Olas Promenade Park <i>** Will allow access to surrounding condos.</i>
Alcohol:	Yes
Amplified Music:	Saturday, December 14, 2024 (4:00pm – 11:00pm)
Special Permission:	Yes, Amplified Music to be played until 11:00pm on Saturday, December 14, 2024.
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Received:	2/9/24
Application Fee:	Included in the initial \$200 Boat Parade application fee.
Beach Usage Fee:	N/A

Resource Impact

Revenue related to these agreements is included in the FY 2024 operating budget in the
07/02/2024
CAM #24-0588

accounts listed below.

Funds available as of May 29, 2024					
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	\$19,850	\$200
TOTAL AMOUNT ►					\$200

Strategic Connections

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

This item supports the 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 Place specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Area
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our city.

Attachments

- Exhibit 1 – Seminole Hard Rock Winterfest Boat Parade Application
- Exhibit 1a – Seminole Hardrock Winterfest Boat Parade Site Plan
- Exhibit 1b – Seminole Hardrock Winterfest Boat Parade Agreement
- Exhibit 2 – Seminole Hardrock Winterfest Boat Parade VIP VIEWING AREA Application
- Exhibit 2a – Seminole Hardrock Winterfest Boat Parade VIP VIEWING AREA Site Plan
- Exhibit 2b – Seminole Hardrock Winterfest Boat Parade VIP VIEWING AREA Agreement
- Exhibit 3 – Seminole Hardrock Winterfest Boat Parade PUBLIC VIEWING AREA Application
- Exhibit 3a – Seminole Hardrock Winterfest Boat Parade PUBLIC VIEWING AREA Site Plan
- Exhibit 3b – Seminole Hardrock Winterfest Boat Parade PUBLIC VIEWING AREA Agreement

Prepared by: Brittany Henry, Senior Administrative Assistant, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

MOTIONS

- RMH** M-1 24-0670 Motion Approving Change Order No. 16 to the Construction Management at Risk Agreement for the Construction of the City of Fort Lauderdale Police Headquarters - Moss & Associates, LLC - \$1,634,999.49 - (Commission District 2)
- APPROVED**
- Yea:** 4 - Commissioner Sturman, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis
- Nay:** 1 - Commissioner Herbst
- PSJ** M-2 24-0588 Motion Approving an Event Agreement and Request for Road Closures, including an Extended Road Closure Beyond 10:00am on the Barrier Island and Request for Music Exemption for The Seminole Hard Rock Winterfest Boat Parade - (Commission Districts 1, 2 and 4)
- APPROVED**
- Yea:** 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis
- KCM** M-3 24-0586 Motion Approving an Event Agreement and Request for Extended Road Closures Beyond 10:00am on the Barrier Island for the Visit Lauderdale Food & Wine Festival - (Commission District 2)
- APPROVED**
- Yea:** 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis
- KCM** M-4 24-0587 Motion Approving Event Agreements and Related Road Closures for Winterfest Family Fun Day and Indie Craft Bazaar - (Commission District 2)
- APPROVED**
- Yea:** 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

**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 located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301 (hereinafter referred to as "City"),

and

WINTERFEST, INC, a Florida not for profit corporation, with its principal address located at 512 NE 3rd Avenue, Fort Lauderdale, Florida 33301 (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 July 2, 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, "**SEMINOLE HARD ROCK WINTERFEST BOAT PARADE – PUBLIC VIEWING AREA LAS OLAS PROMENADE PARK**" (hereinafter referred to 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/her designee.

5. Insurance.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement, including setup and breakdown periods, 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
401 SE 21st 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 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/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.

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/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. 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: PRRCONTRACT@FORTLAUDERDALE.GOV.**

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: Susan Grant
Acting City Manager
City Fort Lauderdale
101 NE 3rd Ave, 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: WINTERFEST, INC.
ATTN: Lisa Scott-Founds
512 NE 3rd Avenue
Fort Lauderdale, FL 33301

10. 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 upon his/her 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.

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.

for 
DAVID R. SOLOMAN
City Clerk




SUSAN GRANT
Acting City Manager

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


PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

Dawn Diehl
Witness Signature

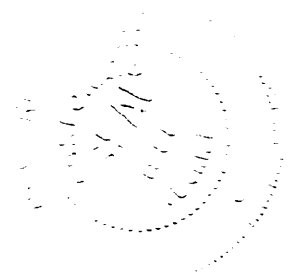
Dawn Diehl
Print Name

[Signature]
Witness Signature

Kathleen Keleher
Print Name

WINTERFEST, INC., a Florida not for profit corporation.

By: Lisa A Found
LISA SCOTT-FOUND
President



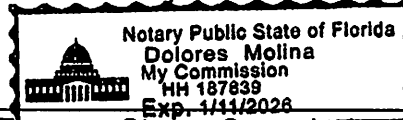
(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of July, 2024, by LISA SCOTT-FOUND, as President of WINTERFEST, INC., a Florida not for profit corporation.

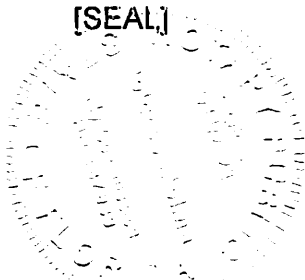
[Signature]

(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 _____



[Handwritten mark]

Exhibit 1

Schedule - 1

Applicant:	Winterfest, Inc.
Event Name:	Seminole Hard Rock Winterfest Boat Parade – PUBLIC VIEWING AREA
Date/Time:	Saturday, December 14, 2024 (7:00am-11:00pm)
Location:	Las Olas Intracoastal Promenade Park (80 Las Olas Cir, Fort Lauderdale, FL 33316)
Set Up Date/Time:	Friday, December 13, 2024 (8:00am-5:00pm)
Breakdown Date/Time:	Monday, December 16, 2024 (8:00am-5:00pm)
Road Closing:	Yes – Full Road Closure <ul style="list-style-type: none">• Saturday, December 14, 2024 (6:00am – 11:30pm)• Las Olas Circle Surrounding Las Olas Promenade Park <i>** Will allow access to surrounding condos.</i>
Alcohol:	Yes
Amplified Music:	Saturday, December 14, 2024 (4:00pm-11:00pm)
Special Permission:	Yes - Amplified Music to be played until 11:00pm on Saturday, December 14, 2024.
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	Included in the initial \$200 Boat Parade application fee.

Beach Fee:	\$0.00
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Winterrest Parade Viewing Site Map DRAFT December 16 2023

LEGEND:

Xxxx= Fencing

RR =Bathrooms

CC=Chairs

V V =Tower Lights

T= Tables



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

3C

Today's Date: 7/23/2024

DOCUMENT TITLE: Event Agreements and Request for Road Closures, including an Extended Road Closure Beyond 10 am on the Barrier Island and Request for Music Exemption for the Seminole Hard Rock Winterfest Boat Parade with WINTERFEST Inc – (1 original agreement for **Seminole Hard Rock Winterfest Boat Parade**), (1 original agreement for **Seminole Hard Rock Winterfest Boat Parade-VIP Viewing Area**), (1 Original agreement for **Seminole Hard Rock Winterfest Boat Parade- Public Viewing Area Las Olas Promenade Park**) - Commission Districts 1, 2 and 4

COMM. MTG. DATE: 7/2/2024 CAM #: 24-0588 ITEM #: M-2 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 & Rec Router Name/Ext: B. Henry/4349 # of originals routed: 3 Date to CAO: 7/22/24

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 3

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

Date to CCO: 7/23/24 Patrcia SaintVil-Joseph
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Amber C./CMO Date: 07/23/24

4) City Manager's Office: CMO LOG #: Jul 66 Document received from: _____

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

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

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

PENDING APPROVAL (See comments below)

Comments/Questions: _____

5) City Clerk's Office: Retains ELECTRONIC COPY & forwards 3 original to: B. Henry/Parks & Rec/4349

Attach ___ certified Reso # ___ YES NO

Original Route form to CAO/M.Celetti

Rev. 05/10/24