



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#22-0517

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

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: May 17, 2022

TITLE: **WALK ON** - Motion Approving a Music Exemption, Alcohol and Road
Closure for Riverwalk Fort Lauderdale, Inc. to Host the City of Fort
Lauderdale/Riverwalk Panther Watch Party - (**Commission District 2**)

Recommendation

Staff recommends the City Commission approve a motion approving a music exemption, alcohol and Road Closure for City of Fort Lauderdale/Riverwalk Panther Watch Party being held on Sunday May 22, 2022, Monday, May 23, 2022, and Friday, May 27, 2022, for round 2 of the playoffs. Round 3 dates will be applied following completion of round 2.

Background

On November 2, 2021, the City Commission approved an agreement with Riverwalk Fort Lauderdale for calendar year 2022 events held in the Riverwalk district (CAM 21-0968). Riverwalk Fort Lauderdale, Inc. is hosting a series of watch parties for round 2 and likely round 3.

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

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

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

Event 1: City of Fort Lauderdale/Riverwalk Panther Watch Party

Applicant: Riverwalk Fort Lauderdale, Inc.
Date/Time: Sunday, May 22, 2022 (11:00am – 4:00pm), Monday, May 23, 2022 (6:30pm – 11:00pm) and Friday, May 27, 2022 (6:30pm – 11:00pm)
Location: Esplanade Park
Road Closing: Yes – SW 2nd Street between SW 5th Ave and SW 4th Ave
Alcohol: Yes
Amplified Music: Yes - A digital screen with speakers; a band that plays between periods with speakers. Sunday, May 22, 2022 (11:00am – 4:00 pm), Monday, May 23, 2022 (6:30pm – 11:00pm)* and Friday, May 27, 2022 (6:30pm – 11:00pm)*
Special Permission: Amplified Music/Extended Road Closure - Yes
Insurance Required: Yes
Banners: No
Pending Code Violations: No
Application Fee: \$0

****The event organizer has requested a special exemption for the to allow amplified music for these events until 11:00pm from Monday, May 23, 2022 and Friday, May 27, 2022.**

Resource Impact

There is no fiscal impact associated with this item.

Strategic Connections

This item is a 2022 Top Commission priority advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Public Places Focus Area
- Goal 3: Building a healthy and engaging community
- Objective: Offer a diverse range of recreational and educational programming

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

Attachments

Exhibit 1 – 2022 Riverwalk Agreement
Exhibit 2 - Commission Memo 19-076
Exhibit 3 – Panther’s Watch Party Site Plan

Prepared by: Carolyn Bean, Parks and Recreation

Department Director: Phil Thornburg, Parks and Recreation

05/17/2022
CAM #22-0517

**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, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "City",

and

RIVERWALK FORT LAUDERDALE, INC., a Florida Not for Profit Corporation, with its principal address at 888 East Las Olas Boulevard, Suite 210, Fort Lauderdale, Florida 33301, and is 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 November 2, 2021, 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 (referred to hereinafter collectively as the "Events", individually as "Event") within the Downtown Fort Lauderdale and Riverwalk Linear Park Areas, more specifically defined in **Composite Exhibit A** attached hereto (referred to herein as "Event Map and 2022 Anticipated Event Schedule") 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.

- (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.

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.

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

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: Christopher J. Lagerbloom, ICMA-CM
City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Alain Boileau
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

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

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

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

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.

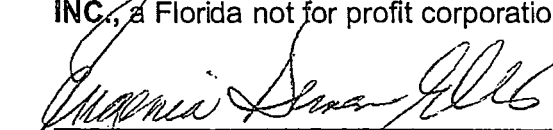
17. Incorporation.

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.

[REMAINDER OF PAGE LEFT BLANK]

APPLICANT/SPONSOR


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


Eugenia Duncan Ellis, President

CORPORATE SEAL

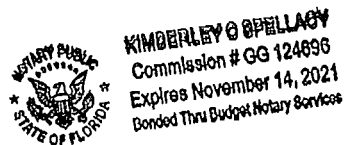
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 8 day of NOV, 2021, by Eugenia Duncan Ellis as President of **RIVERWALK FORT LAUDERDALE, INC.**, a Florida not for profit corporation.


(Signature of Notary Public- State of Florida)


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

Personally known X OR Produced Identification _____
Type of Identification Produced _____



COMPOSITE EXHIBIT A

2022

Anticipated Event Schedule

RIVERWALK DISTRICT

RIVERWALK FORT LAUDERDALE

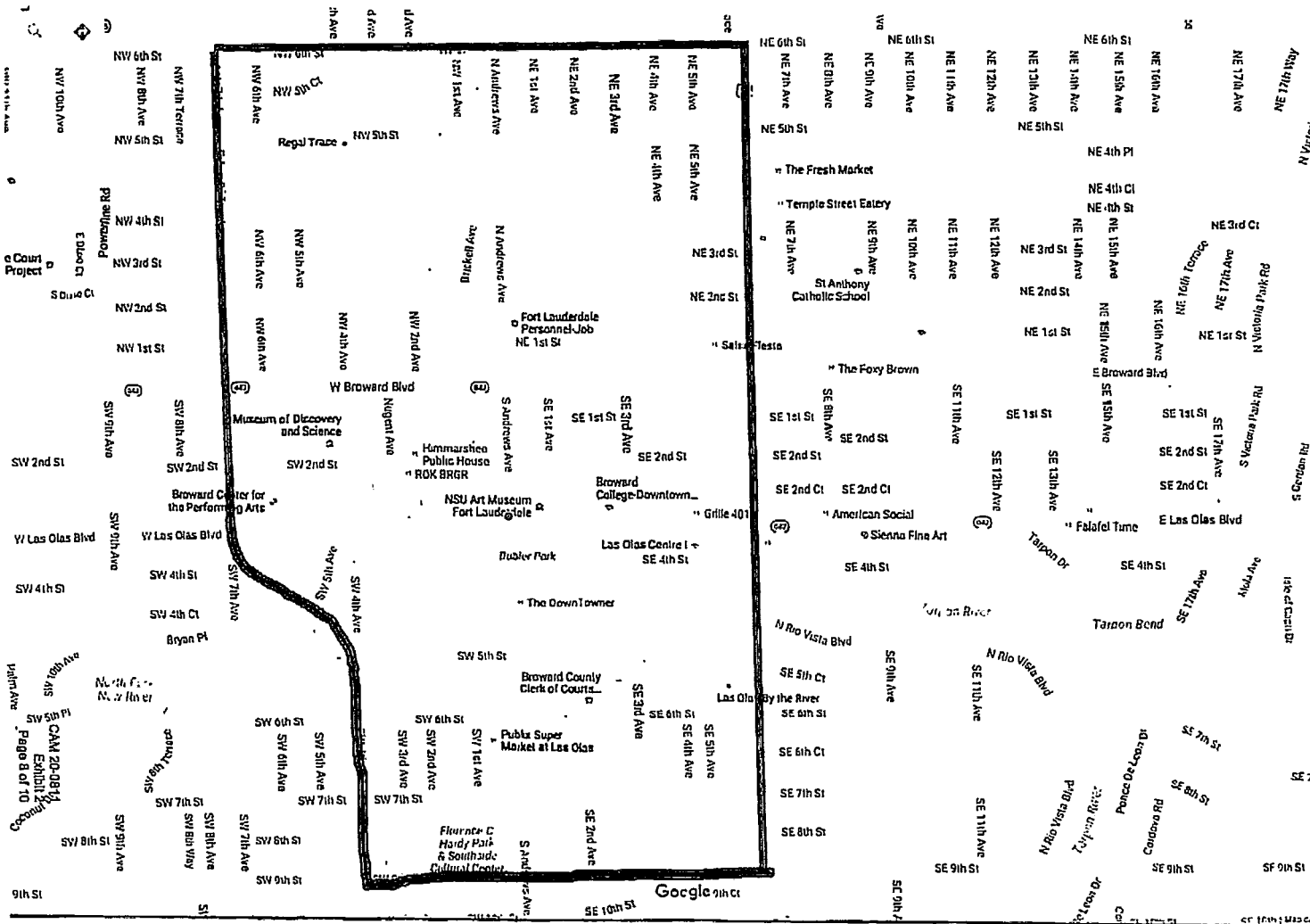
Event times to be determined in accordance with City approved rules and regulations when applications submitted. Any event that does not meet the current times denoted by the City will be subject to review by the City Commission.

Events

Forecast Date/Months * Or Date confirmed currently

The Wharf At Riverfront	January - December 2022
Stone Crab and Seafood Fest	January 08, 2022
Riverwalk Noon Tunes	January TBD
Chili Cook Off	February 19, 2022
Scavenger Hunt	Summer 2022 pending*
Walk A Thon	Summer 2022 pending*
Veggie Food & Wine Festival	Spring 2022 - pending*
Find Your Fitness	Spring 2022 - pending*
Movie Night in the Park	Quarterly *
Riverwalk Noon Tunes	February TBD
Riverwalk Blues & Music Festival	Spring 2022- pending*
Riverwalk Noon Tunes	March TBD
Riverwalk on Water – Battle for the Paddle Challenge	February 2022 - pending*
Tribute	March 2022
Burger Battle XI	March 26, 2022
The Color Run	April 29/30, 2022
Sausage Fest	April 2022 – Pending*
Spring Get Downtown	April 2022 - pending*
Barefoot I the Park	April 2022 - pending *
Navy Band - Fleet Week	May 2022*
Fleet Week	May 2022*
Taco Fest	May 2022 – pending*
Make Music Day	June 21, 2022
Bartending Challenge	July 2022 - pending*
New River Fest	August 27, 2022
Drink & Eat Like a Local	August 2022 - pending*
Fall Festival	September 24, 2022 - pending*
Octoberfest	October 15, 2022
Day of the Dead	November 2, 2022

EVENT MAP





Memorandum

Memorandum No: 19-076

Date: August 2, 2019

To: Honorable Mayor and Commissioners

From: Chris Lagerbloom, ICMA-CM, City Manager

Re: Outdoor Event Applications

The City of Fort Lauderdale strives to celebrate our community through special events. Currently, there are over 200 outdoor events held annually in the City. While these events are community building, provide entertainment, wellness and draw visitors to our City, they can also, at times, have an impact on the surrounding neighborhoods due to the noise and/or traffic congestion.

In order to promote a better quality of life for our neighbors, we will begin to recommend approval of outdoor event applications with the following time restrictions:

Sunday – Thursday – Music shall not be allowed after 9:00 p.m.

Friday and Saturday – Music shall not be allowed after 10:00 p.m.

These restrictions will not pertain to the Entertainment Districts in the City. They will be allowed to submit Outdoor Event Applications along with associated music entertainment up to 11:00 p.m.

Likewise, in response to recent concerns, all outdoor events that block streets anywhere on the Barrier Island must have all streets open no later than 10:00 a.m.

For more information, please contact Barbara Smith, Special Events Coordinator, at 954-828-6075 or Carolyn Bean, Assistant to the Director, at 954-828-5348.



SW 5TH AVE.

Panther Street Rink

