



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#16-1485**

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

**FROM:** Lee R. Feldman, ICMA-CM, City Manager

**DATE:** December 6, 2016

**TITLE:** Motion Approving a Revised Revocable License Agreement with  
Incredible Ice, LLC., (aka Florida Panthers) for the Construction and  
operation of a Temporary Ice Rink at Huizenga Plaza

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**Recommendation**

It is recommended that the City Commission approve a motion to authorize execution of an revised Revocable License with Incredible Ice, LLC., in the substantially the form attached, for the construction and operation of a temporary ice rink at Huizenga Plaza.

**Background**

On November 15, 2016 Commission meeting, the City Commission approved a Revocable License Agreement with Incredible Ice, LLC., for the construction and operation of a temporary ice rink at Huizenga Plaza.

The following changes were required by Incredible Ice, LLC., in order to execute the contract.

**Section 20.1, Indemnity**

LICENSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorneys' fees or liabilities of every kind, nature or degree arising out of LICENSEE'S negligence or intentional misconduct in connection with the rights, responsibilities and obligations of LICENSEE under this Revocable License (collectively "Claims"), conditions contained therein, the location, construction, removal, demolition, maintenance, use or occupancy of the License Area, or the breach or default by LICENSEE of any covenant or provision of this Revocable License except for any occurrence arising out of or resulting from the intentional torts or negligence of the CITY, its officers, agents and employees. Without limiting the foregoing, any and all such Claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction of the Temporary Ice Rink, operation, maintenance of the Temporary Ice Rink, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real

property right, or any actual violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. LICENSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims and if called upon by the CITY, LICENSEE shall assume and defend not only itself but also the CITY in connection with any Claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY provided that the CITY and LICENSEE mutually agree to engage Mitrani, Raynor, Adamsky and Toland, P.A. as counsel or another mutually agreeable firm as determined by the CITY and LICENSEE. ~~(exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing, the hourly rate for which shall be limited to a maximum of \$300.00 per hour and as approved by the City Commission.~~ The indemnification obligations set forth herein shall survive termination of this Revocable License for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

Approval of the Revocable License Agreement is subject to review and approval by the City Attorney's Office.

#### **Resource Impact**

There is no fiscal impact associated with this item.

#### **Strategic Connections**

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Public Places Cylinder of Excellence, specifically advancing:

- Goal 4: Be a healthy community with fun and stimulating recreational activities for our neighbors.
- Objective 2: Celebrate our community through special events and sports.

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

#### **Attachments**

Exhibit 1 – Site Map

Exhibit 2 – Revised Revocable License Agreement

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Prepared by: Carolyn Bean, Parks and Recreation

Department Director: Phil Thornburg, Parks and Recreation