



COMMISSION AGENDA ITEM  
AGREEMENT DOCUMENT ROUTING FORM

P 2 2/22/17

Today's Date: 2/3/2017

DOCUMENT TITLE: AGREEMENT WITH RIVERWALK FORT LAUDERDALE, INC. FOR 2017 EVENTS

COMM. MTG. DATE: 10/18/2017 CAM #: 16-1157 ITEM #: CM-2 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: A. Sperling/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) 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: 2-10-17

Cole Copertino  
Attorney's Name

VC  
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 2/13/17

3) City Manager's Office: CMO LOG #: Feb 5/17 Document received from: CCO 2/13/17

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM (Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_ originals to ☒ Mayor ☐ CCO Date: 2/14/17 2 to CCO 2/22/17

4) City Clerk's Office: Retains 0 original and forwards 2 original to: Carolyn Bean/Parks and Rec/5348

Return one fully executed original to CCO ☒ YES ☒ NO

2/22/17 Undated on page 7

Original Route form to Astrid Sperling

Rev. 5/6/16

## CITY OF FORT LAUDERDALE

### OUTDOOR EVENT AGREEMENT

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, referred to hereinafter as "City",

and

RIVERWALK FORT LAUDERDALE, INC., a non - profit corporation operating under the laws of Florida, whose principal place of business is 305 South Andrews Ave, Suite 410, Fort Lauderdale, Florida 33301 and who is referred to hereinafter as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold multiple outdoor events within the Downtown Fort Lauderdale and Riverwalk Linear Park Areas and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on October 18, 2016, by Motion, the City Commission of the City of Fort Lauderdale authorized execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

The foregoing recitals are true and correct, and:

#### **1. Effective Date.**

The term of this Agreement shall commence on January 1, 2017, and shall expire on December 31, 2017.

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

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

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

- (1) The Applicant shall submit a complete outdoor event application to the Parks and Recreation Department at least (30) days prior to the date of the event, or additional time for notice as required by the Parks and Recreation Director. The application shall include a description of the proposed event, time, date and specification location within the Event Map area.
- (2) The Director shall review the application to determine whether the requested location is in use by the City or any other authorized party, pursuant to an existing agreement with the City for the dates and times proposed by the Applicant and notify the Applicant the availability of the location.
- (3) Applicant shall pay the outdoor event application fee for each application submitted in accordance with the fee schedule.
- (4) Upon receipt of the outdoor event application, the Director shall coordinate the review of the application for compliance with Article V., entitled "Outdoor Event", of the City of Fort Lauderdale Code of Ordinances and the Director shall notify the Applicant as to whether the event has been approved or denied.

### **4. General Requirements.**

- (1) If the Event includes use of fireworks, in advance of the Event, the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable state, county and City health code requirements.



- (5) If the Event includes use of tents, awnings, or canopies, in advance of the Event, the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (6) In advance of the Event the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (7) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.
- (8) Unless the Applicant meets the requirements for exception found in Section 15- 184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.
- (9) The Applicant shall indemnify and hold harmless the City for any damage to person or property that occurs during or as a result of the operation of the Event.
- (10) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department 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 Parks and temporary structure plan.

- (11) The sale, possession, or consumption of any alcoholic beverage at the Event is subject to administrative approval by the City Manager, in accordance with Section 15-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**4. Restoration of public property.**

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**5. Reimbursement of expenses.**

Should the City incur expense as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

**6. Authority of the City of Fort Lauderdale City Manager.**

The City of Fort Lauderdale City Manager or the Director of the City of Fort Lauderdale Parks and Recreation Department shall have the authority to suspend all or any part of the Event when the City Manager or Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke

permission and to suspend or terminate the Event or any portion of it if any of the elements of the agreement are violated.

**7. Compliance with laws.**

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material

**8. Transfer of Rights.**

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

**9. Venue.**

Venue to enforce the provisions of this agreement shall be Broward County, Florida.

**10. Incorporation.**

This Outdoor Event Agreement, together with the attached Exhibit A, constitutes the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the  
18 day of October, 2010.

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A. Johnson  
Jeanette A. Johnson  
[Witness print/type name]

Gina Rizzuti Smith  
Gina Rizzuti Smith  
[Witness print/type name]

John P. "Jack" Seiler  
John P. "Jack" Seiler, Mayor

Lee R. Feldman  
Lee R. Feldman, City Manager

ATTEST: Jeff A. Modarelli  
Jeff A. Modarelli, City Clerk

Approved as to form:

Cole Coperfano  
Cole Coperfano, Assistant City Attorney



WITNESSES:

RIVERWALK FORT  
LAUDERDALE, INC.

Kyle Spellacy

Kyle Spellacy  
[Witness print/type name]

Carly Gorman

Carly Gorman  
[Witness print/type name]

By

Eugenia Duncan Ellis  
EUGENIA DUNCANELLIS, PRESIDENT  
[Print/type name and title]

(CORPORATE SEAL)

ATTEST:

Katie Sorahme  
Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day  
of February, 2017, by  
EUGENIA DUNCAN ELLIS, as PRESIDENT of the RIVERWALK FORT LAUDERDALE,  
INC. She is personally known to me or has produced \_\_\_\_\_ as  
identification.

(SEAL)



Cristina M. Hudson  
Notary Public, State of Florida (Signature of  
Notary Taking Acknowledgment)

Cristina M. Hudson  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

OCT. 29, 2017

Commission  
Number

## 2017 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
Stone Crab and Seafood Fest	January 14, 2017
Chili Cook Off	January 28, 2017
Scavenger Hunt	January 29, 2017*
Walk A Thon	January 29, 2017
Florida Ukulele Fest	February 4, 2017*
Find Your Fitness	February 4, 2017
Burgie Awards	February 4, 2017*
Movie Night In the Park	February 2017 - pending*
Food Truck Rally	February 4, 2017 *
New River Luau	February 19, 2017*
Riverwalk Blues & Music Festival	February 24-26, 2017
<del>A Taste of Little Italy</del>	<del>February 3-5, 2017</del>
A Taste of Little Italy	March 3-5, 2017
Hope Floats	March 11, 2017*
Riverwalk on Water – Battle for the Paddle Challenge	March 2017 - pending*
Tribute	March 16, 2017
The Color Run	April 29, 2017
Spring Get Downtown	April 2017 - pending*
Barefoot I the Park	April 2017 - pending *
Spin A Thon	April 2017 - pending*
Navy Band - Fleet Week	May 1, 2017
Fleet Week - Cookoff	May 6, 2017
Find Your Fitness@ Amazing Race	May 13, 2017
Burger Battle VI	May 20, 2017
Smoke on the Water – BBQ Feast	June 10, 2017
Make Music Day	June 21, 2017
Lauderdale Live	June - pending
Bartending Challenge	July 2017 - pending*
Mixology Challenge	August 2017 - pending *
Drink & Eat Like a Local	August 2017 - pending*
Volunteer Fair	August 4, 2017*

Fall Festival  
 Movie in the Park  
 2<sup>nd</sup> Annual Chill Lounge  
 Bacon Bash  
 Day of the Dead  
 Mutts & Martinis  
 Fall Get Downtown  
 Get Lit  
 Light Up Lauderdale  
 Movie in the Park

### Activations

Noon Tunes  
 Classes (Art, Dance, Dog Walking, Gardening)  
 Doggie Play Dates  
 Exercise Classes (Yoga, Aerobics, Boot Camp, etc.)  
 Paddle Riverwalk Friday-Sunday (Weekly) Classes & Tours  
 Corn Hole – Leagues  
 Croquet – Leagues  
 Kayak Tours

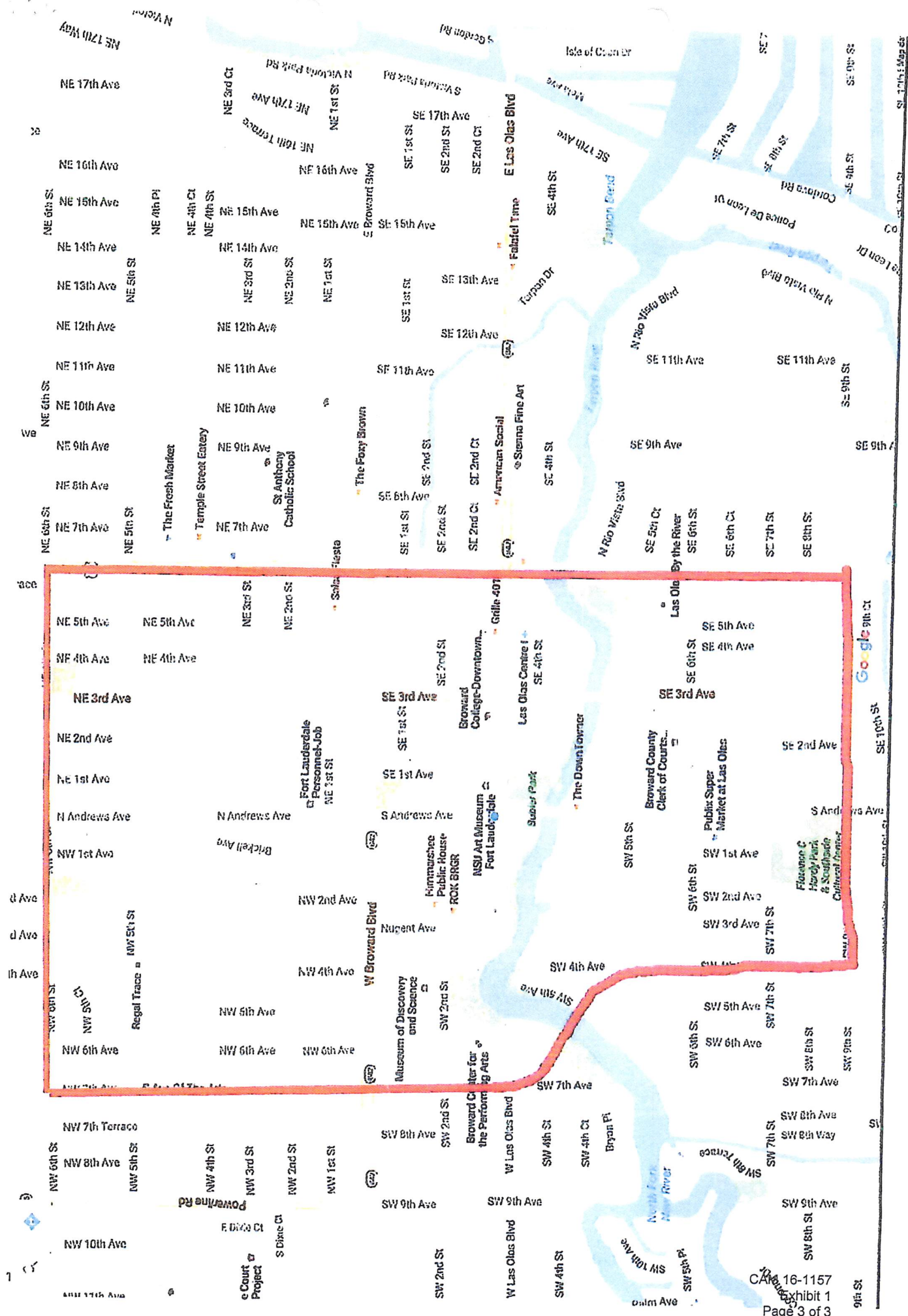
Chess – Leagues  
 Kickball – Leagues  
 Dodge ball – Leagues  
 Riverwalk Arts  
 Segway Tours  
 Bicycle Tours

September 2017 - pending\*  
 October 2017 - pending\*  
 October 21, 2017  
 October, 2017 - pending\*  
 November 2, 2017  
 November 2017 - pending  
 November 2017 - pending\*  
 November 2017 - pending\*  
 November thru mid January – months  
 December 2017 - pending\*

February thru mid April - \*  
 Weekly all year round  
 Weekly November - May  
 Weekly all year round  
 Weekly all year round  
 Spring – 6 weeks  
 Spring – 6 weeks  
 Weekly

Weekly all year round  
 Winter – 6 weeks  
 Winter – 6 weeks  
 Monthly year round  
 Weekly all year round  
 Weekly all year round

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





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DIVISION OF CORPORATIONS

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## Detail by Entity Name

Florida Not For Profit Corporation  
RIVERWALK FORT LAUDERDALE, INC.

### Filing Information

**Document Number** N29639  
**FEI/EIN Number** 65-0112666  
**Date Filed** 12/12/1988  
**State** FL  
**Status** ACTIVE

### Principal Address

305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

Changed: 01/24/2013

### Mailing Address

305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

Changed: 01/24/2013

### Registered Agent Name & Address

DUNCAN ELLIS, EUGENIA  
305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

Name Changed: 11/17/2011

Address Changed: 01/24/2013

### Officer/Director Detail

#### **Name & Address**

Title Chair

Ellis, Jim  
305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

## Title Vice Chair

Ropes, John  
305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

## Title Secretary

Donahue, Katie  
305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

## Title Treasurer

Rodriguez, Richard  
305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

## Title President

DUNCAN ELLIS, EUGENIA  
305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

## Title Past Chair

Stern, Barbra  
305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

## Title At Large

Hudson, Steve  
305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

## Title At Large

Faraone, Rose  
305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

## Title At Large

Vogel, Jerome

305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

Title At Large

Brisson, Lacey  
305 South Andrews Avenue  
Suite 410  
FORT LAUDERDALE, FL 33301

#### Annual Reports

Report Year	Filed Date
2015	01/09/2015
2016	01/05/2016
2017	01/09/2017

#### Document Images

<a href="#">01/09/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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