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 888 East Las Olas Boulevard, Suite 210, 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 November 5, 2020, 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, 2021, and shall expire on December 31, 2021.

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 City of Fort Lauderdale City Manager, or his or her designee, (referred to hereinafter as "City Manager") pursuant to Section 3 of this Agreement.

3. **Administrative Approval Process.**

(1) The Applicant shall submit a complete outdoor event application to the City Manager's Office at least (30) days prior to the date of the event, or additional time for notice as required by the City Manager. The application shall include a description of the proposed event, time, date and specification location within the Event Map area.

(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, the City Manager 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 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 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, or greater as deemed satisfactory by the City Risk Manager, 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), or greater as deemed satisfactory by the City Risk Manager. 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 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 approves the 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.

(12) Applicant agrees and understands that the authorization to execute this Agreement does not constitute the approval to proceed with the Event. City, in its sole discretion, shall grant permission to proceed with the Event prior to the Event date and subject to the laws, recommendations, and restrictions resulting

from the COVID-19 pandemic.

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 City Manager's office. 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 City Manager's office. 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 shall have the authority to suspend all or any part of the Event when the City Manager 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 _____day of_____, 2020.

WITNESSES:

Jeanette A. Johnson

Jeanette A. Johnson

[Witness print/type name]

Aimee Lauri

Aimee Lauri

[Witness print/type name]

CITY OF FORT LAUDERDALE

DEAN J. TRANTALIS, MAYOR

CHRISTOPHER J. LAGERBLOOM, ICMA-MA
CITY MANAGER

ATTEST:

JEFF A. MODARELLI, CITY CLERK

APPROVED AS TO FORM:
ALAIN E. BOILEAU, CITY ATTORNEY

BY: _____
KIMBERLY CUNNINGHAM MOSLEY,
ASSISTANT CITY ATTORNEY

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

Eugenia Duncan Ellis

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 3RD day of December, 2020, by EUGENIA DUNCAN ELLIS as PRESIDENT for RIVERWALK FORT LAUDERDALE, INC. a Florida not for Profit Corporation.

(NOTARY SEAL)

Kimberley C. Spellacy

Notary Public, State of Florida
(Signature of Notary Taking Acknowledgment)

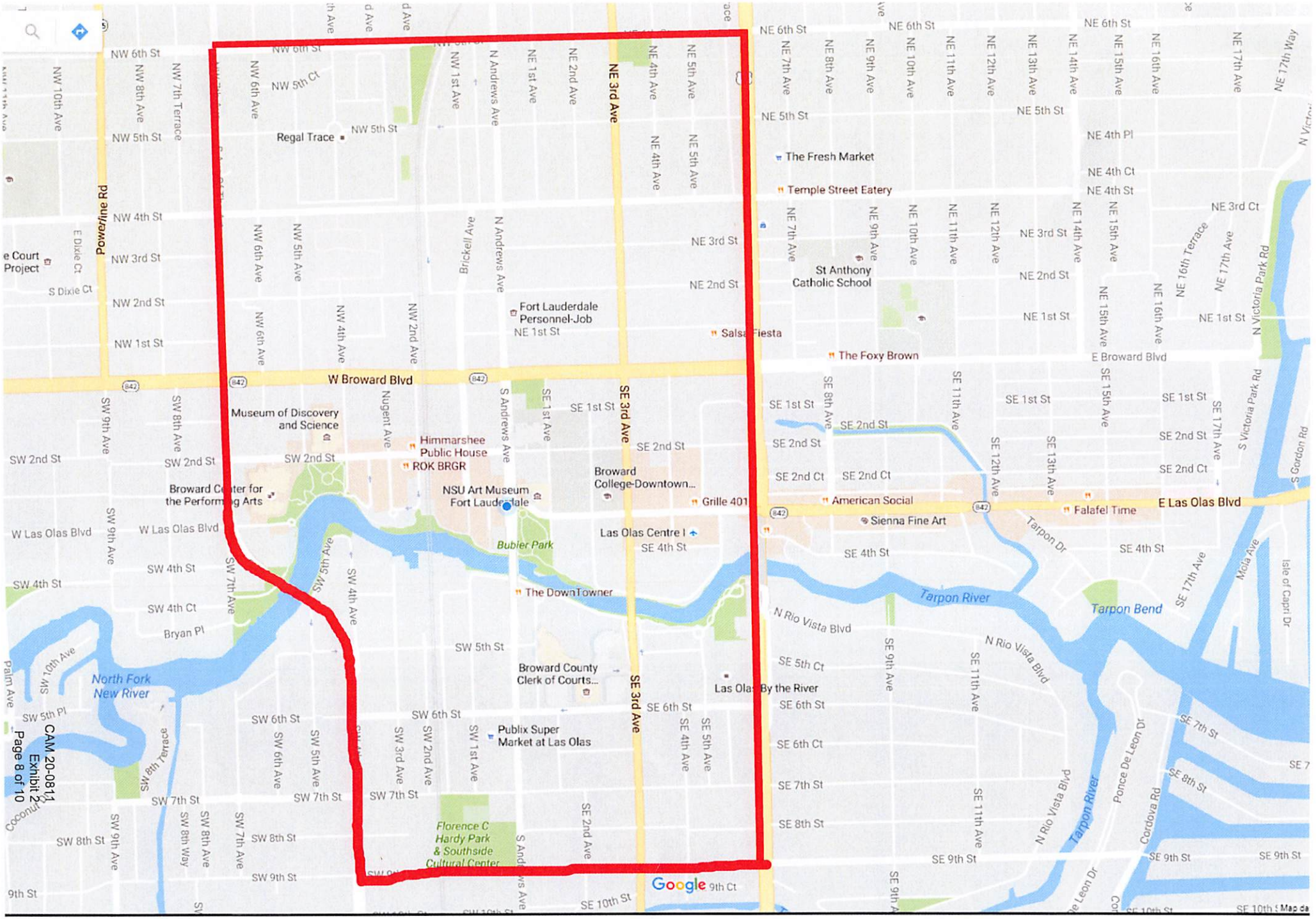
Kimberley C. Spellacy

Name of Notary Typed, Printed or Stamped

My Commission Expires: 11/14/2021

Commission Number: 124696

NOTARY PUBLIC STATE OF FLORIDA
KIMBERLEY C SPELLACY
Commission # GG 124696
Expires November 14, 2021
Bonded Thru Budget Notary Services


NW 6th St
NW 5th Ct
NW 5th St
Regal Trace
NW 4th St
NW 3rd St
NW 2nd St
NW 1st St
Powerline Rd
E Dixie Ct
S Dixie Ct
NW 10th Ave
NW 8th Ave
NW 7th Terrace
NW 6th Ave
NW 5th Ave
NW 4th Ave
NW 2nd Ave
NW 1st Ave
Brickell Ave
N Andrews Ave
NE 1st Ave
NE 2nd Ave
NE 3rd Ave
NE 4th Ave
NE 5th Ave
NE 3rd St
NE 2nd St
NE 1st St
Fort Lauderdale Personnel-Job
W Broward Blvd
Museum of Discovery and Science
Nugent Ave
Himmarshee Public House
ROK BRGR
SW 2nd St
Broward Center for the Performing Arts
NSU Art Museum Fort Lauderdale
Bubler Park
Broward College-Downtown...
Grille 401
SE 1st St
SE 2nd St
SE 3rd Ave
Las Olas Centre I
SE 4th St
W Las Olas Blvd
SW 9th Ave
SW 8th Ave
SW 4th St
SW 4th Ct
Bryan Pl
SW 5th Ave
SW 4th Ave
SW 7th Ave
The DownTowner
SW 5th St
Broward County Clerk of Courts...
North Fork New River
SW 5th Pl
SW 6th St
Publix Super Market at Las Olas
SW 6th Ave
SW 5th Ave
SW 3rd Ave
SW 2nd Ave
SW 1st Ave
SE 6th St
SE 4th Ave
SE 5th Ave
SW 7th St
SW 8th Terrace
SW 8th St
SW 8th Way
SW 7th Ave
SW 9th Ave
SW 9th St
Florence C Hardy Park & Southside Cultural Center
SE 2nd Ave
SE 10th St
9th St
Palm Ave
Coconut
NE 6th St
NE 7th Ave
NE 8th Ave
NE 9th Ave
NE 10th Ave
NE 11th Ave
NE 12th Ave
NE 13th Ave
NE 14th Ave
NE 15th Ave
NE 16th Ave
NE 17th Ave
NE 17th Way
NE 5th St
The Fresh Market
NE 4th Pl
NE 4th Ct
NE 4th St
Temple Street Eatery
NE 3rd Ct
NE 3rd St
NE 16th Terrace
St Anthony Catholic School
NE 2nd St
NE 1st St
Salsa Fiesta
The Foxy Brown
E Broward Blvd
Victoria Park Rd
SE 8th Ave
SE 11th Ave
SE 15th Ave
SE 17th Ave
SE 2nd St
SE 2nd Ct
American Social
Sienna Fine Art
Falafel Time
E Las Olas Blvd
Tarpon Dr
SE 12th Ave
SE 13th Ave
Gordon Rd
Tarpon River
Tarpon Bend
N Rio Vista Blvd
SE 5th Ct
Las Olas By the River
SE 6th Ct
SE 7th St
SE 8th St
SE 9th St
Ponce De Leon Dr
Cordova Rd
Mola Ave
Isle of Capri Dr
SE 17th Ave
Google

2021
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 2021
Stone Crab and Seafood Fest	January 09, 2021
Riverwalk Noon Tunes	January TBD
Chili Cook Off	February 20, 20201
Scavenger Hunt	Summer 2021 pending*
Walk A Thon	Summer 2021 pending*
Veggie Food & Wine Festival	Spring 2021 - pending*
Find Your Fitness	Spring 2021 - pending*
Movie Night in the Park	Quarterly *
Riverwalk Noon Tunes	February TBD
Riverwalk Blues & Music Festival	Spring 2021- pending*
Riverwalk Noon Tunes	March TBD
Hope Floats	March 13, 2021
Riverwalk on Water – Battle for the Paddle Challenge	February 2021 - pending*
Tribute	March 11, 2021
Burger Battle XI	March 26, 2021
The Color Run	May 21/22, 2021
Sausage Fest	April 2021 – Pending*
Spring Get Downtown	April 2021 - pending*
Barefoot I the Park	April 2021 - pending *
Navy Band - Fleet Week	May 2021*
Fleet Week	May 2021*
Taco Fest	May 2021 – pending*
Make Music Day	June 21, 2021
Bartending Challenge	July 2021 - pending*
Mixology Challenge	August 2021 - pending *
Brunch In the Park	August 14, 2021
New River Fest	August 28, 2021
Drink & Eat Like a Local	August 2021 - pending*

Volunteer Fair	August 2021 - pending*
Fall Festival	September 25, 2021 - pending*
Bacon Bash	October, 2021- pending*
Octoberfest	October 16, 2021
Day of the Dead	November 2, 2021
Light Up Lauderdale	November 11, 2021
Mutts & Martinis	November 27, 2021 - pending
Fall Get Downtown	November 2021 - pending*
Get Lit	November 2021- pending *
Light Up Lauderdale	November thru mid January – months
Movie in the Park	January - December 2021- pending*
Putt Putt Challenge	December 2021 – pending*

Activations

Buskers	Quarterly
Noon Tunes	February thru mid April - see above
Classes (Art, Dance, Dog Walking, Gardening)	Weekly all year round
Doggie Play Dates	Weekly November - May
Exercise Classes (Yoga, Aerobics, Boot Camp, etc.)	Weekly all year round
Paddle Riverwalk Friday-Sunday (Weekly) Classes & Tours	Weekly all year round
Corn Hole – Leagues	Spring – 6 weeks
Croquet – Leagues	Spring – 6 weeks
Kayak Tours	Weekly-
Chess – Leagues	Weekly all year round
Kickball – Leagues	Winter – 6 weeks
Dodge ball – Leagues	Winter – 6 weeks
Riverwalk Arts	Monthly year round
Segway Tours	Weekly all year round
Bicycle Tours	Weekly all year round

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

2CG
12/8/2020

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 12/3/2020

DOCUMENT TITLE: CITY OF FORT LAUDERDALE – OUTDOOR EVENT AGREEMENT – RIVERWALK FORT LAUDERDALE, INC.

COMM. MTG. DATE: 11/5/2020 **CAM #:**20-0811 **ITEM #:** CM-4 **CAM attached:** ☒YES ☐NO

Routing Origin:CAO**Router Name/Ext:**K.Nembhard/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.

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1) Dept: P&R **Router Name/Ext:**C.Bean/5348 **# of originals routed:** 2 **Date to CAO:**12/3/2020

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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: 12/3/2020 Kimberly Cunningham Mosley (Attorney's Name) KCM (Initials)

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3) City Clerk's Office: # of originals: 2 **Routed to:** Donna V./Aimee L./CMO **Date:** 12/3/2020

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4) City Manager's Office: CMO LOG #: Dec 7 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **T. Smith** _____ (Initial/Date) PER ACM: **G. Chavarria** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:_____

Forward 2 originals to ☐ Mayor ☑ CCO **Date:** 12-7-2020

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

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6) City Clerk: Forward __ originals to CAO for **FINAL APPROVAL** **Date:** _____

7) CAO forwards __ originals to **CCO** **Date:** _____

8) City Clerk: Scan original and forwards _2_ originals to: C.Bean/5348

Attach __ certified Reso # ____ ☐YES ☒NO **Original Route form to K.Nembhard**