

**FIRST AMENDMENT TO TEMPORARY BEACH LICENSE
AND OUTDOOR EVENT AGREEMENT
BETWEEN CITY OF FORT LAUDERDALE AND AUDACY OPERATIONS, INC.**

THIS FIRST AMENDMENT is made this ____ day of _____, 2022,
by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of
the state of Florida (hereinafter referred to as “**City**”)

and

AUDACY OPERATIONS, INC., a Delaware for-profit
corporation authorized to do business in the State of Florida,
(hereinafter referred to as “**Applicant**”).

and

(hereinafter referred to individually as “Party” and collectively
as the “**Parties**”).

WHEREAS, on September 9, 2021, the City Commission approved a Temporary Beach License and Outdoor Event Agreement with Applicant, authorizing Applicant to conduct an annual Audacy Beach Festival (“Event”) at specified locations on the City Beach, for a multi-year term to end after the 2023 scheduled Event and subject to certain terms and conditions outlined therein (“Agreement”); and

WHEREAS, Section 19 of the Agreement titled “Insurance” provides in part that Applicant shall secure “Active Shooter Insurance” coverage arising out of an actual or threat of an Active Shooter / Deadly Weapon in an amount not less than \$5,000,000 per Event, as a continuing obligation to the effectiveness of the Agreement; and

WHEREAS, City’s Risk Manager has determined Applicant no longer needs to maintain an active shooter policy for the term of the Agreement, provided Applicant secures General Liability insurance coverage; and

WHEREAS, Applicant requests City terminates Applicant’s continuing obligation to secure Active Shooter under the Agreement; and

WHEREAS, City and Applicant wish to enter into a First Amendment to the Agreement to memorialize their understanding and terminating Applicant’s continuing obligation, through the end of the 2023 Event, to secure Active Shooter insurance coverage, provided Applicant secures General Liability insurance coverage and all

other required insurance coverage at the limits required by the City in accordance with the terms and conditions of the Agreement (“First Amendment”); and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto do agree as follows:

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS:** For purposes of this First Amendment capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS:** Section 19 of the Agreement is hereby amended to terminate Audacy’ Operations, Inc.’s continuing obligation, through the end of the 2023 Audacy Beach Festival, to secure Active Shooter liability insurance coverage, provided Applicant secures General Liability insurance coverage and all other required insurance coverage at the limits required by the City in accordance with the terms and conditions of the Agreement.
- IV. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered for any interpretation of this First Amendment or the Agreement.
- V. **NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

IN WITNESS OF THE FOREGOING, we, the undersigned, duly authorized representatives have executed and delivered this First Amendment without reservation and having read the terms contained herein to be effective as of the First Amendment’s Effective Date.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF FORT LAUDERDALE, a municipal corporation in the State of Florida

BY: _____
DAVID R. SOLOMAN
City Clerk

BY: _____
DEAN J. TRANTALIS
Mayor

BY: _____
GREG CHAVARRIA
City Manager

Approved as to form:
ALAIN E. BOILEAU, City Attorney

PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

APPLICANT

WITNESSES:

AUDACY OPERATIONS, INC. a
Delaware for-profit corporation
authorized to do business in the State
of Florida

Signature

By _____
Andrew P. Sutor, IV
Director

Witness name above

ATTEST:

Signature

Secretary

Witness name above

(SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Andrew P. Sutor, IV, as Director of **AUDACY OPERATIONS, INC.** a Delaware for-profit corporation authorized to do business in the State of Florida.

(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 _____