

**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 01 day of November, 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]**

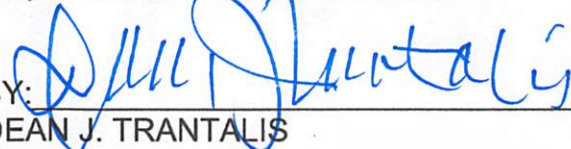
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**ATTEST:**

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

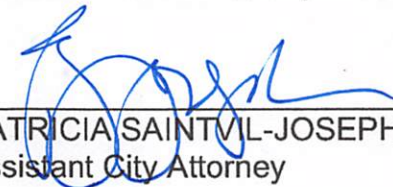
BY:   
DAVID R. SOLOMAN  
City Clerk



BY:   
DEAN J. TRANTALIS  
Mayor

BY:   
GREG CHAVARRIA  
City Manager

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

  
PATRICIA SAINT-JOSEPH  
Assistant City Attorney

**APPLICANT**

WITNESSES:

Amber Lardino  
Signature

Amber Lardino  
Witness name above

Ronald Gaines  
Signature

RONALD GAINES  
Witness name above

(SEAL)

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

By Chad Fitzsimmons  
Senior Vice President,  
Promotions and Experiences  
(By Secretary's Certificate)

ATTEST:  
Regina President  
Secretary

STATE OF California :  
COUNTY OF Los Angeles :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21 day of November, 2022, by Chad Fitzsimmons, as Senior Vice President of Promotions and Experiences for AUDACY OPERATIONS, INC., a Delaware for-profit corporation authorized to do business in the State of Florida.

Zack Schwartz  
(Signature of Notary Public- State of Florida)

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

Personally known \_\_\_\_\_ OR Produced Identification X  
Type of Identification Produced CA Driver License







COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

11

Today's Date: 11/28/2022

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

COMM. MTG. DATE: 10/18/2022 CAM #: 22-0973 ITEM #: CM-1 CAM attached:  YES  NO

Routing Origin: P&R Router Name/Ext: C.Bean/x5348 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) Dept: CAO Router Name/Ext: K.Nembhard/x5001 # of originals routed: 1 Date to CAO: 11/28/2022

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 11/29/22 Patricia SaintVil-Joseph  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 11/30/22

4) City Manager's Office: CMO LOG #: NOV-92 Document received from: CEO 11/30/22

Assigned to: GREG CHAVARRIA   
ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

PENDING APPROVAL (See comments below)

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

Forward  originals to  Mayor  CCO Date: 12/01/22 - Jeanette

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

6) City Clerk: Scan original and forwards 1 originals to: C.Bean/x5348

Returned on  
12/8/2022  
C.M.W.

Attach \_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to K.Nembhard/x5001