CITY OF FORT LAUDERDALE
FY 2022 – 2024 GRANT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered this 22 day of October 2021 by and between:

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

and

AUDACY OPERATIONS, INC., a Foreign Profit Corporation whose principal address is 2400 Market Street 4th Floor, Philadelphia, PA 19103 hereinafter referred to as "Participant" or "Contractor".

WHEREAS, the Participant is the organizer, promoter, administrator and producer of The Audacy Beach Festival ("Events") for the benefit of the community; and

WHEREAS, the City is providing funding for the Participant's event and authorizes the proper City Officials to enter into this agreement ("Agreement") which will enhance family activity, recreation and provide opportunities for the expansion of tourist-related facilities and activities; and

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICES

A. Activities

The Participant shall coordinate, promote, administer, produce and host the Audacy Beach Festival Event. The events and planned activities include: musical performances by various national artist, food experiences, and activations.

B. Deliverables

The Participant will coordinate, promote, produce and host the Events held at the following Beach Locations as described in City Commission Agenda Memorandum No.21-0589 and the Beach Improvement District (BID) Grant Application.

- Fort Lauderdale Beach Park, 1100 Seabreeze, Fort Lauderdale, Florida 33316

C. Use of Funds

The BID Funds will be distributed on a reimbursement basis based upon the Participant providing supporting receipts and invoices. BID Funds will be used to support the costs of marketing the event, talent procurement, and production expenses including but not limited to staging, lighting, and sound.

The City reserves the right to examine the records of the Participant. Any funds not expended during the term or for the Activities identified above, under Section I. Scope of Services, shall be automatically be returned by the Participant to the City. The City reserves the right to conduct audits of the Participant, which shall be in accordance with Generally Accepted Government Auditing Standards (GAGAS).

II. TERM AND TIME OF PERFORMANCE

The effective date of this Agreement shall commence upon full execution by the City and the Participant. The Participant shall expend the funds between effective date of this Agreement and September 30, 2024.

III. BUDGET

Within ninety (90) days of the close of the Participant's fiscal year, a financial statement, prepared in accordance with generally accepted accounting principles, accounting for these funds and reporting upon the manner in which they were expended, shall be submitted to:

CITY OF FORT LAUDERDALE
City Manager's Office
Budget/CIP and Grants Division
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, FL 33301

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed $750,000 over three years and shall be disbursed according to the Disbursement Schedule below for each fiscal year, subject to satisfaction of the conditions stated herein. Funding for each fiscal year under this Agreement is subject to budget and appropriation by the City Commission.

A. Disbursement Schedule

1) $300,000 in 2021 (FY 2021 – 2022)
2) $250,000 in 2022 (FY 2022 – 2023)
3) $200,000 in 2023 (FY 2023 – 2024)

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

City
Christopher Lagerbloom
City Manager

Participant
Jennifer Morelli
Senior Vice President of Events
And Experiences

As to the City:
City Manager's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

As to the Participant:
Audacy Operations
2400 Market Street, 4th Floor
Philadelphia, PA 19103

VI. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

B. Hold Harmless

Participant shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or

liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. City reserves the right to select counsel of its own choosing.

C. Amendments

The City or Participant, subject to City Commission approval, may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of the Participant and by the City Manager. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Participant from its obligations under this agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Participant.

D. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-828-5002 or by email at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records).

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or

liabilities of every kind, and of description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other lawful personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. City reserves the right to select counsel of its own choosing.

C. Amendments

The City or Participant, subject to City Commission approval, may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of the Participant and by the City Manager. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Participant from its obligations under this agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or scheduled of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Participant.

D. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-828-6002 or by email at [redacted] or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301. Addition: Custodian of Public Records).

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Default

The following events shall constitute an "Event of Default" pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.

2. If the Participant or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant or of any endorser of

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Default

The following events shall constitute an "Event of Default" pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement, or any representation or warranty of the Participant herein or in any other plant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.

2. If the Participant or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earners plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal, or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant or of any endorser of

the Agreement, of any trustee, receiver, or liquidator of the Participant or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.

3. Participant's breach, violation or failure to perform any of the obligations or any of the covenants and conditions contained herein.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days to cure such default. If Participant fails to cure the default within the thirty (30) days, the Agreement will be deemed terminated and the City shall declare immediately due and payable, all monies advanced hereunder this Agreement.

F. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIII. WAIVER

The City's failure to act with respect to a breach by the Participant does not waive its right to act with respect to subsequent or similar breaches. Failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. ENTIRE AGREEMENT

This Agreement, along with attachments, shall constitute the entire Agreement between City and Participant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participant with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

the Agreement, or any trustee, receiver or liquidator of the Participant or any endeavor of it is not, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within ten days after the expiration of any such stay, such appointment shall not have been vacated

3. Participant's breach, violation or failure to perform any of the obligations or any of the covenants and conditions contained herein.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days to cure such default. If Participant fails to cure the default within the thirty (30) days, the Agreement will be deemed terminated and the City shall declare immediately due and payable, all monies advanced hereunder this Agreement

F. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement

VII. WAIVER

The City's failure to act with respect to a breach by the Participant does not waive its right to act with respect to subsequent or similar breaches. Failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. ENTIRE AGREEMENT

This Agreement, along with exhibits, shall constitute the entire Agreement between City and Participant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the City and the Participant with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 22 day of October 2021.

PARTICIPANT OR CONTRACTOR

Audacy Operations Inc.,

WITNESSES:

M. Zimmerman

By _____

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

Morgane Zimmerman
[Witness print name]

Brigido Carranza
[Witness print name]

ATTEST: _____

(CORPORATE SEAL)

Print Name: Von Freeman Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Chad Fitzsimmons as Senior Vice President of and Experiences for Audacy Operations Inc.

SEE ATTACHED CERTIFICATE
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: _____

CITY

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the _____ day of _____ 2021.

PARTICIPANT OR CONTRACTOR
Audacy Operations Inc.

WITNESSES:

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

_____
[Witness print name]

_____

_____
[Witness print name]

ATTEST:

(CORPORATE SEAL)

_____
Print Name: _____ Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Chad Fitzsimmons as Senior Vice President of and Experiences for Audacy Operations Inc.

_____
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: _____

CITY

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

DEAN J. TRANTALIS, Mayor

CHRISTOPHER J. LAGERBLOOM, ICMA-CM
City Manager

(SEAL)

ATTEST:

JEFFREY A. MODARELLI, City Clerk

Approved as to form:

ALAIN E. BOILEAU, City Attorney

By: _____
LYNN SOLOMON
Assistant City Attorney

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

DEAN J. TRANTALIS, Mayor

CHRISTOPHER J. LAGERBLOOM
City Manager

(SEAL)

ATTEST:

JEFFREY A. MODARELLI, City Clerk

Approved as to form:

ALAIN E. BOILEAU, City Attorney

By: _____
LYNN SOLOMON
Assistant City Attorney

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES }

On OCTOBER 22, 2021 before me, JOON KIM NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared CHAD FITZSIMMONS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JOON KIM
Notary Public – California
Los Angeles County
Commission # 2228655
My Comm. Expires Feb 9, 2022

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: GRANT PARTICIPATION AGREEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM
Today's Date: 11/10/2021

3L 11/22/2021

DOCUMENT TITLE: Audacy Operations, Inc. COFL FY 2022-2024 Grant Participation Agreement

COMM. MTG. DATE 10/5/21 **CAM #:** 21-0589 **ITEM #:** CM-7 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Erica K./6088 **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:** _____ **Router Name/Ext:** _____ **# of originals routed:** 1 **Date to CAO:** _____~~

2) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 3

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

Date to CCO: 11/ /2021 Lynn Solomon (Attorney's Name) LS (Initials)

3) City Clerk's Office: # of originals: 3 **Routed to:** Donna V./Aimee L./CMO **Date:** 11/10/2021

4) City Manager's Office: CMO LOG #: Nov 31 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 3 originals to ☒ Mayor ☐ CCO **Date:** 11-15-21~~

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

6) City Clerk: Forward 3 originals to CAO for **FINAL APPROVAL** **Date:** 11/22/2021

~~**7) CAO** forwards ___ originals to **CCO** **Date:** _____~~

8) City Clerk: Scan original and forwards 1 original to: Erica Keiper/ xt. 6088

Attach___ certified Reso#_____ ☐YES ☐NO **Original Route form to:** Erica K./6088

Rev. 9/9/2020