

**CITY OF FORT LAUDERDALE
BOOKING AGENT SERVICES AGREEMENT FOR NATIONAL ARTIST**

THIS AGREEMENT, made this 13th day of March 2023, is by and between the CITY of Fort Lauderdale ("CITY"), a Florida municipality, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and **WIZARD ENTERTAINMENT, INC.** ("BOOKING AGENT"), a Florida Profit Corporation with its principal address at 1322 SE 17th Street, Fort Lauderdale, Florida 33316 (collectively "Parties").

**Text
WITNESSETH:**

WHEREAS, CITY recognizes that sponsoring and supporting community recreational events promote the general health and welfare of its residents; and

WHEREAS, CITY desires to secure the professional booking services of BOOKING AGENT to engage a national musical stage artist with band and dancers (also referred to as "**ARTIST**" or "**ARTIST with band and dancers**") to perform and headline **4th of July Spectacular on Fort Lauderdale Beach** scheduled on **July 4, 2023**, at the **Fort Lauderdale Beach**, 401 South Fort Lauderdale Beach Boulevard, Fort Lauderdale, Florida ("Event") including, but not limited to, including any and all production elements customary and necessary for the **ARTIST with band and dancers** to perform at the Event, as well as any other necessary items usual and customary within the music industry for the Artist with band and dancers' performance (collectively "**Services**"); and

WHEREAS, BOOKING AGENT represents to City it is a professional booking agent with the necessary qualifications, specific skills, talent, professional expertise, experience, knowledge, and ability to engage **ARTIST with band and dancers** to perform the Services at the City's Event and is willing and able to enter into this Agreement with CITY; and

WHEREAS, pursuant to Section 2-176(e)(17) of the Code of Ordinances of the City of Fort Lauderdale, Florida, the City Commission adopted a resolution waiving the formal bid requirements of City Code Section 2-181 to procure BOOKING AGENT to secure a headline entertainer for the **4th of July Spectacular on Fort Lauderdale Beach**; and

WHEREAS, CITY desires to retain BOOKING AGENT to perform the Services, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Parties covenant and agree to the following terms and conditions:

I. RECITALS

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference.

II. SCOPE OF SERVICES

Unless otherwise specified herein, BOOKING AGENT shall perform all work identified in this Agreement. The Parties agree the Scope of Services is a description of BOOKING AGENT's obligations and responsibilities, and is deemed to include all negotiated terms, conditions, considerations, and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by BOOKING AGENT impractical, illogical, or unconscionable.

By signing this Agreement, BOOKING AGENT represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Services required and the conditions under which the Services are to be performed.

By signing this Agreement, BOOKING AGENT represents and warrants that, as of the effective date of this agreement, it has full legal authority by all necessary and appropriate written instruments to legally bind **ARTIST with band and dancers, and all Other Artists listed in the Scope of Services**, and any dancer, band member, musician, and person associated or related to the production of the scheduled performance at City's **July 4th Celebration**, and execute this Agreement on behalf of **ARTIST with band and dancers, and all Other Artists listed in the Scope of Services**, and that BOOKING AGENT has thoroughly reviewed the documents incorporated into this Agreement by reference and accepts the description of the Scope of Services to be performed and the terms and conditions contained in this Agreement. **Advertising ARTIST will not begin until May 6, 2023, which shall not include the City publishing this service agreement on the City Commission agenda scheduled for March 8, 2023.**

A. Terms Defined

1. *PROFESSIONAL STAGE NAME OF NATIONAL ARTIST(S)*:
The City Manager is authorized to confirm the identity of the Artist no later than May 6, 2023.
2. *NAME OF EVENT*: July 4th Celebration
3. *DATE OF PERFORMANCE*: Tuesday, July 4, 2023
4. *LOCATION OF STAGE*: Fort Lauderdale Beach, just south of Las Olas Boulevard.
Exact Address: On the sand at 401 S. Broward, Fort Lauderdale, FL 33312

I. RECITALS

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference.

II. SCOPE OF SERVICES

Unless otherwise specified herein, BOOKING AGENT shall perform all work identified in this Agreement. The Parties agree the Scope of Services is a description of BOOKING AGENT's obligations and responsibilities, and is deemed to include all negotiated terms, conditions, considerations, and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by BOOKING AGENT impractical, illogical, or unconscionable.

By signing this Agreement, BOOKING AGENT represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Services required and the conditions under which the Services are to be performed.

By signing this Agreement, BOOKING AGENT represents and warrants that, as of the effective date of this agreement, it has full legal authority by all necessary and appropriate written instruments to legally bind **ARTIST with band and dancers, and all Other Artists listed in the Scope of Services**, and any dancer, band member, musician, and person associated or related to the production of the scheduled performance at City's **July 4th Celebration**, and execute this Agreement on behalf of **ARTIST with band and dancers, and all Other Artists listed in the Scope of Services**, and that BOOKING AGENT has thoroughly reviewed the documents incorporated into this Agreement by reference and accepts the description of the Scope of Services to be performed and the terms and conditions contained in this Agreement. **Advertising ARTIST will not begin until May 6, 2023, which shall not include the City publishing this service agreement on the City Commission agenda scheduled for March 8, 2023.**

A. Terms Defined

1. *PROFESSIONAL STAGE NAME OF NATIONAL ARTIST(S)*:
The City Manager is authorized to confirm the identity of the Artist no later than May 6, 2023.
2. *NAME OF EVENT*: July 4th Celebration
3. *DATE OF PERFORMANCE*: Tuesday, July 4, 2023
4. *LOCATION OF STAGE*: Fort Lauderdale Beach, just south of Las Olas Boulevard.
Exact Address: On the sand at 401 S. Broward, Fort Lauderdale, FL 33312

5. *PERFORMANCE HOURS ("SET")*: from 7:45 pm to 9:00 pm ("full set")

6. *LOAD IN TIME & LINE CHECK*: TO BE DETERMINED BY BOOKING AGENT

7. *OTHER MUSICIAN(S)/PERFORMER(S)*: Artist's performance shall include performance(s) at the EVENT by the following dancers, musicians, band members, entertainers and performers (collectively, "Other Artists"). BOOKING AGENT represents the following artists shall support and/or perform with ARTIST: One (1) DJ, three (3) dancers, four (4) band members including, but not limited to musicians playing the following instruments: drums, keyboards, bass and lead guitar. **The name of the following Artists line-up shall be provided to the City prior to final payment and shall not be changed or altered without the prior written consent of the Parks and Recreation Director.**

<u>NAME</u>	<u>INSTRUMENT/POSITION/ROLE</u>
a. _____	_____
b. _____	_____
c. _____	_____
d. _____	_____
e. _____	_____

8. Artist shall perform a full set for the duration of the scheduled performance period as provided in sub-paragraph II.A.5 above. The Artist shall physically arrive at the stage site no later than sixty (60) minutes before the scheduled performance time and shall be ready, willing and able to perform. Failure to report to the festival or event site in accordance with this provision shall be grounds for CITY to pro-rate and adjust any and all payment due under this Agreement or terminate this Agreement without further notice or compensation to BOOKING AGENT or Artists.

9. *ARRIVAL TIME*: ARTIST with Band and Dancers, and all accompanied musicians and/or performers listed in paragraph II.A.7., shall arrive at the EVENT location no later than sixty (60) minutes prior to the scheduled start time for the scheduled performance, and shall be ready and able to perform a full set on the Event stage, as provided for in Paragraph II1.A.5 of this Agreement. ARTIST with Band and Dancers shall perform a minimum of ninety (90%) percent of the scheduled performance time. Failure to abide by this provision or if ARTIST with Band and Dancers is unwilling, unprepared, not ready to perform, or unable to perform in accordance with the terms and conditions of this Agreement, City may terminate this Agreement without further notice to ARTIST with Band and Dancers and ARTIST with Band and Dancers shall forfeit 100% of any and all compensation due to ARTIST with Band and Dancers under this Agreement or any remaining financial obligation due to ARTIST by CITY.

Alternatively, and at CITY's sole discretion, CITY may prorate and adjust any and all compensation due to under this Agreement or terminate this Agreement without further notice or compensation to BOOKING AGENT or Artists.

10. *STAGE DELAY*: City may deduct and retain five (5%) percent of the total payment due to BOOKING AGENT if ARTIST with Band and Dancers or any Other Artist listed in the Scope of Services fails to report for the scheduled performance at the specified time or fails to vacate the stage within thirty (30) minutes after the scheduled end time for the performance as Provided in when additional performances are scheduled after ARTIST with Band and Dancers, if applicable, when such failure is through no fault of City or due to Force Majeure.
11. *EQUIPMENT/INSTRUMENTS*: BOOKING AGENT shall furnish all personal band equipment, instruments, props and other equipment, supplies and incidentals necessary for the performance.
12. *COVERED STAGE*: CITY will provide a professional concert quality covered stage, risers, large concert quality sound and lighting systems, video wall, backline gear and technicians, per the Artist rider, attached hereto and identified as "Exhibit A" and incorporated herein as if fully stated in this Agreement.
13. *MERCHANDISE DEALS*: The CITY will provide an area where the ARTIST may sell ARTIST's merchandise (CD's, T-shirts and books for example) to the public and sign autographs near the main stage. Any and all monies derived from the sale of the Artist merchandise shall belong to ARTIST.
14. *TAXES*: BOOKING AGENT is responsible for paying all applicable local, state and federal taxes. BOOKING AGENT shall also be responsible for acquiring and paying all required local, state and federal professional certifications, licenses, permits and business tax licenses, and ensure same are timely renewed and remain active during the entire term of this Agreement. BOOKING AGENT shall submit all required W-9 forms for each artist and band information sheets with this Agreement, in compliance with all state and federal laws. S.S.# or E.I.N. # must be on listed on all invoices and W-9 to ensure proper payment and returned with an this Agreement, duly executed, witnessed and notarized to the Parks and Recreation Department of City within ten (10) days of receipt and prior to the performance date. Mail all required forms and signed Agreement to:

Attn: Debbie Bylica
Parks and Recreation Dept.
City of Fort Lauderdale

1150 G. Harold Martin Dr.
Fort Lauderdale, FL 33312

B. Work Outside Scope of Services

CITY and BOOKING AGENT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by BOOKING AGENT to complete the Services. If, during the course of the performance of the Services included in this Agreement, BOOKING AGENT determines that work should be performed to complete the Services which is, in BOOKING AGENT's professional expertise and opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, BOOKING AGENT shall immediately notify CITY and obtain the written approval of the CITY Manager, or his designee, in a timely manner before proceeding with the work. Verbal notice to CITY staff does not constitute authorization or approval by CITY to perform the proposed work. CITY shall not pay for any work that is not approved by the CITY Manager or his designee in writing. If BOOKING AGENT proceeds with said work without notifying the CITY and securing the written approval of the CITY Manager, or his designee, said work shall be deemed to be non-conforming whether specifically addressed in the Scope of Services.

BOOKING AGENT acknowledges and agrees that any changes to the Scope of Services or amendments to this Agreement or related documents must be authorized in writing by the CITY Manager, or his designee, and approved by the CITY Commission whenever required in compliance with the Charter and Code of Ordinances for the CITY of Fort Lauderdale. Performance of work by BOOKING AGENT, ARTIST with Band and Dancers, or any Other Artist listed in the Scope of Services, outside the originally anticipated level of effort without prior written approval by the CITY Manager, or his designee, or the CITY Commission whenever necessary, is at BOOKING AGENT's sole risk.

III. TERM OF AGREEMENT

This Agreement is **effective on the final date of execution by all parties and shall terminate at the conclusion of the scheduled performance on July 4, 2023**. Any extension to this Agreement is subject to all terms, conditions and specifications contained in this Agreement and the mutual written consent of both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of CITY, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. CITY shall have no further obligations to BOOKING AGENT, ARTIST with Band and Dancers, or any Other Artist listed in the Scope of Services, unless otherwise provided by law.

IV. COMPENSATION

CITY agrees to pay BOOKING AGENT a total sum of **ONE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$131,400.00)** (hereinafter "total sum due"), to be divided as follows: **ONE HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$115,000.00)** as full and final compensation to ARTIST with Band and Dancers, and all Other Artists listed in the Scope of Services, **ELEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$11,500.00)** as full and final compensation for BOOKING AGENT'S ten percent (10%) booking fee as described in attached **Exhibit A**, and **FOUR THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$4,900.00)**, as full and final compensation for any and all production fees, catering fees, and production manager fees for the ARTIST, his band and dancers, as described in attached **Exhibit B**. Parties agree the total sum due under this Agreement is paid by CITY to BOOKING AGENT as full and final compensation for all production costs and performance Services outlined under the Scope of Services, inclusive of all required insurance and all travel and hotel accommodation costs. CITY will pay BOOKING AGENT the total sum due in two (2) equal installments as follows: (a) **SIXTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$65,700.00)** is due to BOOKING AGENT once this Agreement is executed by all Parties; and (b) the balance of **SIXTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$65,700.00)** is due and payable on Jul 4, 2023.

It is acknowledged and agreed by BOOKING AGENT that this amount is the maximum payable and constitutes CITY's obligation to compensate BOOKING AGENT, ARTIST with Band and Dancers, any and all persons performing work under the Scope of Services pursuant to the terms and conditions of this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon BOOKING AGENT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Changes which are mutually agreed upon by and between CITY and BOOKING AGENT shall be incorporated in written amendments to this Agreement and executed by both parties.

BOOKING AGENT accepts payment from the City in a total amount of **ONE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$131,400.00)** of as the full and final payment due and payable to ARTIST and all band members, dancers, musicians, and all Other Artist listed in the Scope of Services, including those person(s) associated or related to the production of ARTIST with Band and Dancers' performance at this event and due compensation pursuant to the terms of this Agreement. City is not responsible for the division of funds between BOOKING AGENT and any third party listed in the Scope of Services, and by this reference, BOOKING AGENT agrees to compensate ARTIST with Band and Dancers, and each Artist listed in the Scope of Services, and any other party due compensation under this Agreement. BOOKING AGENT, its respective officers, successors and assigns, agree to defend, at its expense, respectively, counsel being subject to City's approval, and indemnify and hold harmless the City and City officers, employees and agents, from and against any claim by, or judgement in favor of any BOOKING AGENT, including any award for attorney's fees and any award of costs, against the City to recover amounts

paid or payable to BOOKING AGENT under this Agreement. This provision shall survive any early cancelation or termination of this Agreement.

V. METHOD OF BILLING AND PAYMENT

BOOKING AGENT shall submit written request(s) for payment supported by proper invoices with detailed receipts that tie expenses to costs associated with the Services outlined herein. Proper invoices shall designate the nature of the services performed and/or the goods provided and comply with the Florida Prompt Payment Act, Section 218.73, Florida Statutes, as may be amended or revised.

Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY Manager or his designee or failure to comply with this Agreement. The amount withheld shall not be subject to interest payment by CITY.

VI. GENERAL CONDITIONS

A. Indemnification

BOOKING AGENT shall protect and defend at BOOKING AGENT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY and the CITY's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the BOOKING AGENT and/or ARTIST, individually or jointly, or their officers, employees, agents, invitees, subcontractors, or sublicensees of the BOOKING AGENT and or ARTIST. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY Manager, any sums due BOOKING AGENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY. This provision shall survive any early cancelation or termination of this Agreement.

B. Intellectual Property

BOOKING AGENT represents and warrants that BOOKING AGENT and the artists engaged by BOOKING AGENT do not infringe upon or violate any copyrights or other rights of any person, firm or organization. BOOKING AGENT shall protect and defend at BOOKING AGENT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any

award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the BOOKING AGENT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If BOOKING AGENT or any of its engaged artists use any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that BOOKING AGENT shall be solely liable for the costs arising from the use of such design, device, or materials in any way involved in the Scope of Services. This provision shall survive any early cancelation or termination of this Agreement.

C. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the BOOKING AGENT, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the BOOKING AGENT. The BOOKING AGENT shall provide the CITY a certificate of insurance evidencing such coverage. The BOOKING AGENT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the BOOKING AGENT shall not be interpreted as limiting the BOOKING AGENT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by the BOOKING AGENT for assessing the extent or determining appropriate types and limits of coverage to protect the BOOKING AGENT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the BOOKING AGENT under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$1,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$1,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the BOOKING AGENT. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Errors & Omissions Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

BOOKING AGENT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the CITY, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the BOOKING AGENT does not own vehicles, the BOOKING AGENT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

The BOOKING AGENT waives, and the BOOKING AGENT shall ensure that the BOOKING AGENT's insurance carrier waives, all subrogation rights against the CITY, its officials, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Insurance Certificate Requirements

- a. The BOOKING AGENT shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

- b. The BOOKING AGENT shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the BOOKING AGENT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the BOOKING AGENT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the BOOKING AGENT shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be named as an Additional Insured on all liability policies.
- g. The title of the Agreement, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

CITY of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The BOOKING AGENT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at the BOOKING AGENT's expense.

If the BOOKING AGENT's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the BOOKING AGENT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The BOOKING AGENT's insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the BOOKING AGENT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, BOOKING AGENT must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of BOOKING AGENT's insurance policies.

The BOOKING AGENT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the BOOKING AGENT's insurance company or companies and the CITY's Risk Management office, as soon as practical.

It is the BOOKING AGENT's responsibility to ensure that any and all of the BOOKING AGENT's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the BOOKING AGENT.

D. Environmental, Health and Safety

BOOKING AGENT shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Services. BOOKING AGENT shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of BOOKING AGENT. BOOKING AGENT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. BOOKING AGENT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or BOOKING AGENT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Services.

E. Standard of Care

BOOKING AGENT represents that it is qualified to perform the Services, that BOOKING AGENT and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Services, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified BOOKING AGENTS under similar circumstances within the music industry.

F. Independent Contractor

BOOKING AGENT, ARTIST, band members, dancers, and all persons performing work under the Scope of Services pursuant to the terms and conditions of this Agreement, are individually and severally, an independent contractor under this Agreement. Services provided by ARTIST, band members, dancers, any persons performing work under the Scope of Services pursuant to the terms and conditions of this Agreement, and any sub-contractor pursuant to this Agreement shall be subject to the supervision of the BOOKING AGENT. In providing such services, neither BOOKING AGENT nor BOOKING AGENT's agents or subcontractor shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to BOOKING AGENT, or BOOKING AGENT's agents or subcontractors, any authority of any kind to bind CITY in any respect whatsoever.

G. Inspection and Non-Waiver

BOOKING AGENT shall permit the representatives of CITY to inspect and observe the Services at all times.

The failure of the CITY to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by BOOKING AGENT as a waiver of the CITY's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

H. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by BOOKING AGENT of this Agreement or any right or interest herein without CITY's prior written consent.

BOOKING AGENT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate industry standards and governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

BOOKING AGENT shall perform BOOKING AGENT's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of BOOKING AGENT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

In the event BOOKING AGENT engages any subcontractor in the performance of this Agreement, BOOKING AGENT shall ensure that all of BOOKING AGENT's

subcontractors perform in accordance with the terms and conditions of this Agreement. BOOKING AGENT shall be fully responsible for all of BOOKING AGENT's subcontractors' performance, and liable for any of BOOKING AGENT's subcontractors' non-performance and all of BOOKING AGENT's subcontractors' acts and omissions. BOOKING AGENT shall defend at BOOKING AGENT's expense, counsel being subject to CITY's approval, and indemnify and hold CITY and CITY's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of BOOKING AGENT's subcontractors for payment for work performed for CITY by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of BOOKING AGENT's subcontractors or by any of BOOKING AGENT's subcontractors' officers, agents, or employees. BOOKING AGENT's use of subcontractors in connection with this Agreement shall be subject to CITY's prior written approval, which approval CITY may revoke at any time.

I. Conflicts

Neither BOOKING AGENT nor any of BOOKING AGENT's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with BOOKING AGENT's loyal and conscientious exercise of judgment and care related to BOOKING AGENT's performance under this Agreement.

BOOKING AGENT further agrees that none of BOOKING AGENT's officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or BOOKING AGENT is not a party, unless compelled by court process. Further, BOOKING AGENT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude BOOKING AGENT or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event BOOKING AGENT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, BOOKING AGENT agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as BOOKING AGENT.

J. Materiality and Waiver of Breach

CITY and BOOKING AGENT agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

K. Compliance With Laws

BOOKING AGENT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing BOOKING AGENT's duties, responsibilities, and obligations pursuant to this Agreement.

L. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

M. Limitation of Liability

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action for money damages due to an alleged breach by the CITY of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. BOOKING AGENT hereby expresses its willingness to enter into this Agreement with BOOKING AGENT and any engaged Artists' recovery from the CITY for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the CITY to BOOKING AGENT pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, BOOKING AGENT hereby agrees that the CITY shall not be liable to BOOKING AGENT or any engaged Artist(s) for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the CITY to BOOKING AGENT pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CITY's liability as set forth in Section 768.28, Florida Statutes (2022) as may be amended or revised. This provision shall survive any early cancelation or termination of this Agreement.

N. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. **THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.**

O. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed the CITY and BOOKING AGENT.

P. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

Q. Payable Interest

CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof BOOKING AGENT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

R. Representation of Authority

Each individual executing this Agreement on behalf of BOOKING AGENT and the engaged Artist(s) hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to bind BOOKING AGENT and the engaged Artist(s) and execute this Agreement on behalf of such party with full legal authority.

S. Force Majeure

ARTIST's performance and obligations are subject to delays and failures of performance due to Acts of God, strikes, or other labor disputes or troubles,

accidents, injuries, illness, transportation malfunction, weather, fire, Acts of War and terrorism or any other cause beyond the control of Artist. If Artist is unable to perform the engagement due to any such Force Majeure cause, neither party shall have any further obligation or responsibility to the other.

T. Public Records

IF BOOKING AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BOOKING AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

BOOKING AGENT shall comply with public records laws, and BOOKING AGENT shall:

1. Keep and maintain public records required by the CITY 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 (2022), 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 contract term and following completion of the contract if BOOKING AGENT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the BOOKING AGENT or keep and maintain public records required by the CITY to perform the service. If the BOOKING AGENT transfers all public records to the CITY upon completion of the Agreement, the BOOKING AGENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BOOKING AGENT keeps and maintains public records upon completion of the Contract, BOOKING AGENT 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.

U. Default

Any of 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 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 set forth in this Agreement.
4. 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 within which to cure such default. If Participant fails to cure the default within the thirty (30) days, the CITY may terminate this Agreement immediately.
5. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.
6. The BOOKING AGENT shall not discriminate against its employees based on the employee’s race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other

protected classification as defined by applicable law.

- a. The BOOKING AGENT certifies and represents that the BOOKING AGENT offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the BOOKING AGENT will comply with Section 2-187, Code of Ordinances of the CITY of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- b. The failure of the BOOKING AGENT to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
- c. The CITY may terminate this Agreement if the BOOKING AGENT fails to comply with Section 2-187.
- d. The CITY may retain all monies due or to become due until the BOOKING AGENT complies with Section 2-187.
- e. The BOOKING AGENT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the CITY of Fort Lauderdale, Florida.

7. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the BOOKING AGENT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. The CITY may terminate this Agreement at the CITY's option if the BOOKING AGENT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or

revised.

8. The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

9. In no event will the Participant be compensated for any work which has not been described in this Agreement or in a separate amendment to this Agreement executed by the parties hereto.

V. E-Verify

1. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the BOOKING AGENT and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

2. The BOOKING AGENT shall require each of its subcontractors, if any, to provide the BOOKING AGENT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The BOOKING AGENT shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

3. The CITY, BOOKING AGENT, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the contract with the person or entity.

4. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the BOOKING AGENT otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify BOOKING AGENT and order the BOOKING AGENT to immediately terminate the contract with the subcontractor, and the BOOKING AGENT shall comply with such order.

5. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the BOOKING AGENT may not be awarded a public contract for at least one year after the date on which the contract was terminated. The BOOKING AGENT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.

6. BOOKING AGENT shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.V., including this subparagraph, requiring

any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section VI.V. in their subcontracts. BOOKING AGENT shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

W. Notices.

Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as each party may from time to time designate by notice as herein provided.

AS TO CITY: CITY Manager
 CITY Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

WITH A COPY: Parks and Recreation Director
 City of Fort Lauderdale
 701 South Andrews Avenue
 Fort Lauderdale, Florida 33316

WITH A COPY: CITY Attorney
 CITY of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

AS TO BOOKING AGENT: Wizard Entertainment, Inc.
 1322 SE 17th Street
 Fort Lauderdale, Florida 33316

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties, as duly authorized representatives and having read the terms contained herein, have set their hands and seals on the day and year first written above:

CITY

ATTEST:



for

DAVID R. SOLOMAN
City Clerk

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

GREG CHAVARRIA
City Manager

Date: March 20, 2023

Approved as to form:
D'WAYNE M. SPENCE
Interim City Attorney

PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

BOOKING AGENT

WIZARD ENTERTAINMENT, INC., a
Florida Profit Corporation, as Booking
Agent for **ARTIST with Band and
Dancers**, and all Artists listed in the
Scope of Services

WITNESSES:

Lisa Goodwin
(Witness Signature)

LISA GOODWIN
(Witness type of print name)

Thomas Noonan
(Witness Signature)

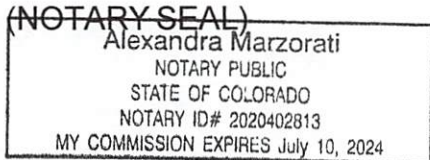
Thomas Noonan
(Witness type of print name)

By: Dan H Barnett
DAN H. BARNETT, President

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of X physical
presence or _____ online notarization, this 17th day of March, 2023 by **DAN
H. BARNETT**, as President of **WIZARD ENTERTAINMENT, INC.** a Florida Profit
Corporation, and as Booking Agent for **ARTIST with Band and Dancers**, and all Artists
listed in the Scope of Services.



Alexandra P. Marzorati
Signature of Notary Public – State of Florida
Alexandra P. Marzorati
Print, Type or Stamp Commissioned Name
Of Notary Public

Personally Known _____ OR Produced Identification X
Type of Identification Produced DL

IN WITNESS WHEREOF, the parties, as duly authorized representatives and having read the terms contained herein, have set their hands and seals on the day and year first written above:

CITY

ATTEST:

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

DAVID R. SOLOMAN
City Clerk

GREG CHAVARRIA
City Manager

Date: _____, 2023

Approved as to form:
D'WAYNE M. SPENCE
Interim City Attorney

PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

RUSH

11

Today's Date: 3/20/2023

DOCUMENT TITLE: CITY OF FORT LAUDERDALE BOOKING AGENT SERVICES AGREEMENT FOR NAITONAL ARTIST – WIZARD ENTERTAINMENT, INC.

COMM. MTG. DATE: 3/8/2023 CAM #: 23-0318 ITEM #: 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: 3/20/2023

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: 3/20/23 Patricia SaintVil-Joseph
Attorney's Name

Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 03/20/23

4) City Manager's Office: CMO LOG #: MAR-49 Document received from: CCO 3/20/23

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 1 originals to ☐ Mayor ☒ CCO Date: 3/21/23

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

Attach certified Reso # ☐ YES ☐ NO

Original Route form to K.Nembhard/x5001