



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-0296

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: March 5, 2024

TITLE: Motion Approving an Agreement with Langley Productions, Inc. to Produce
Episodes of COPS with the Fort Lauderdale Police Department –
(Commission Districts 1, 2, 3 and 4)

Recommendation

Staff recommends the City Commission approve an agreement, in substantially the form attached, with Langley Productions, Inc. to produce episodes of COPS with the Fort Lauderdale Police Department and authorize execution of the agreement by the City Manager.

Background

Langley Productions, creators and producers of COPS, which is an American documentary television series following law enforcement activities and one of the longest-running programs in the United States and the second-longest on Fox, wishes to feature the Fort Lauderdale Police Department (FLPD) in its program. The coverage of FLPD could potentially aid FLPD in recruiting and brand awareness.

City staff has been negotiating with the production company regarding filming impacts. Langley Productions agrees to respect officers' regular work obligations and Department operations utilizing only volunteers for filming. The Police Department recommends agreement approval, concurring with minimal operational impact and FLPD's right to review and edit footage before airing. Langley Productions will pay for all costs, submit required certificates of insurance, and indemnify the City of Fort Lauderdale.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item is a *2024 Commission* Priority, advancing the Public Safety initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Safety Focus Area
- Goal 1: Build a safe community that is proactive and responsive to risk

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Community.

Attachment

Exhibit 1 – Langley Productions Filming Agreement

Prepared by: Major Steven Scelfo, Police Department

Department Director: Chief of Police William C. Schultz, Police Department

FILMING AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of Feb 2024, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is One East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301-1016, and Langley Productions, Inc., a corporation registered in California ("LP"), whose principal address is 1111 Broadway Santa Monica, CA 90401; Email: zach@cops.com; Phone: 310-449-5300, (collectively, "Parties").

I. TERM OF AGREEMENT

The term of this Agreement shall commence on March 6, 2024, and shall end on May 4, 2024.

II. GENERAL CONDITIONS

A. Scope of the Project

LP will produce episodes of COPS with the cooperation of the City.

The Department will be fully consulted in advance of LP filming, after which the Department will allow LP reasonable access to officers and situations that officers encounter. All LP film activity will be subject to and under control of the Department officer in charge. LP agrees that it will not interfere with the officers' regular work obligations and/or the efficient operation of the Department. LP, its agents, and employees, will at all times obey the commands and directives of any Department officer for health, safety, security or operational reasons. LP specifically agrees that all filming of Department personnel will be undertaken only with the employees' consent. No employee will be compensated by LP with regard to his/her participation.

LP grants Department the right to review and comment on completed rough cuts prior to "on-lining" for broadcast for purposes of accuracy, protection of nonpublic information and investigatory techniques and otherwise for the protection of the public trust. LP agrees to provide the Department's designated officer with copies of each segment no less than twenty (20) working days prior to segment on-lining. In consideration of the time-sensitive nature of LP delivery requirements, the Department agrees to provide any notes regarding substantive segment content within ten (10) working days of receipt of the proposed segment. LP agrees to abide by the determination of the Department and to remove or revise portions of the segment as the Department deems necessary.

B. Indemnification

LP shall protect and defend at LP'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 out of any act or omission by LP or by any officer, employee,

agent, invitee, subcontractor, or sublicensee of LP. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

C. Intellectual Property

LP shall protect and defend at LP'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 LP'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 the LP uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

D. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

E. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to LP at least thirty (30) days prior to the effective date of such cancellation. LP acknowledges and agrees it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

F. 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, LP, 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 LP. LP shall provide the City a certificate of insurance evidencing such coverage. LP's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of

coverage under each policy maintained by LP shall not be interpreted as limiting LP'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 LP for assessing the extent or determining appropriate types and limits of coverage to protect LP 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 LP under this Agreement.

The following insurance policies and coverages are required:

Errors and Omissions Liability

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

LP must keep the errors and omissions 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.

Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, 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 LP. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

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 LP does not own vehicles, LP 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 Statutes.

LP waives, and Producer shall ensure that LP'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.

LP must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. LP 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. LP 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 LP 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 LP following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, LP 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 covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on LP's Workers' Compensation insurance policy.
- h. The title of the Agreement or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
One East Broward Boulevard, Suite 444
Fort Lauderdale, FL 33301

LP 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 application 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 LP's expense.

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

LP's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by LP 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 Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, LP must provide to the City confirmation of coverage renewal via an updated certificate of insurance 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 LP's insurance policies.

LP shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement of which LP is aware to LP's insurance company or companies and the City's Risk Management office as soon as practical.

It is LP's responsibility to ensure that any and all of LP'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 LP. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to LP.

G. Environmental, Health and Safety

LP shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. LP 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 LP. LP 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. LP agrees to utilize protective devices as required by applicable laws, regulations, and any industry or LP'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 Work.

H. Public Entity Crime Act

LP represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

I. Independent Contractor

LP is an independent contractor under this Agreement. Services provided by LP pursuant to this Agreement shall be subject to the supervision of the Department. In providing such services, neither LP nor LP's agents 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 LP or LP's agents any authority of any kind to bind City in any respect whatsoever.

J. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, LP shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by LP of this Agreement or any right or interest herein without City's prior written consent.

LP represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate 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.

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

In the event LP engages any subcontractor in the performance of this Agreement, LP shall ensure that all of LP's subcontractors perform in accordance with the terms and conditions of this Agreement. LP shall be fully responsible for all of LP's subcontractors' performance, and liable for any of LP's subcontractors' non-performance and all of LP's subcontractors' acts and omissions. LP shall defend at LP's expense, counsel being subject to City's approval or disapproval, 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 LP'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 LP's subcontractors or by any of LP's subcontractors' officers, agents, or employees. LP'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.

K. Conflicts

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

LP further agrees that none of LP'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 LP is not a party, unless compelled by court process. Further, LP 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 LP 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 LP is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, LP agrees to require such

subcontractors, by written contract, to comply with the provisions of this Section to the same extent as LP.

L. Materiality and Waiver of Breach

City and LP 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.

M. Compliance With Laws

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

N. 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.

O. 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. LP hereby expresses its willingness to enter into this Agreement with LP's 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 LP pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, LP hereby agrees that the City shall not be liable to LP for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to LP 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 (2023), as may be amended or revised.

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

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

Q. 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 by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and LP, or others delegated authority to or otherwise authorized to execute same on their behalf.

R. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto 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 execute this Agreement on behalf of such party and does so with full legal authority.

S. Uncontrollable Circumstances ("Force Majeure")

The City and LP will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice

describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of LP will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

T. Scrutinized Companies

LP certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if LP is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

U. Public Records

IF LP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO LP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

LP shall comply with public records laws, and LP 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 (2023), 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 the Agreement if LP 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 LP or keep and maintain public records required by the City to perform the service. If LP transfers all public records to the City upon completion of the Agreement, LP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LP keeps and maintains public records upon completion of the Agreement, LP 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.

V. Non-Discrimination

LP shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. LP certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

2. The failure of LP to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if LP fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until LP complies with Section 2-187.

5. LP may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida.

W. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the LP and its

subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. LP shall require each of its subcontractors, if any, to provide LP with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. LP 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.

2. The City, LP, 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 (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that LP otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify LP and order LP to immediately terminate the contract with the subcontractor, and LP shall comply with such order.

4. An Agreement terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, LP may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. LP is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. LP shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. LP shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: 
GREG CHAVARRIA
City Manager

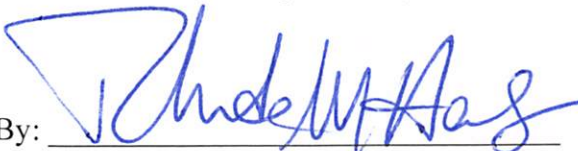
Date: April 5, 2024

ATTEST:

By: 
DAVID R. SOLOMAN
City Clerk



Approved as to Legal Form and Correctness:
Thomas J. Ansbro, City Attorney

By: 
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

Faint, illegible text at the top of the page, possibly a header or title.

Handwritten signature or initials in the upper middle section.

Faint handwritten text or markings below the signature.



Handwritten text or markings in the middle section, partially obscured by the seal.

Large handwritten signature or name at the bottom of the page.

WITNESSES:

LANGLEY PRODUCTIONS, INC., a corporation registered in California

Jameela Hice

Jameela Hice
Print Name

T. Goulak

TATYANA GOULAK
Print Name

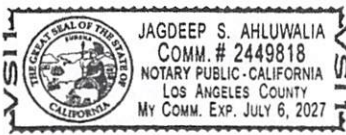
By: Morgan Langley

(CORPORATE SEAL)

STATE OF California :

COUNTY OF Los Angeles :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of Feb, 2024, by Morgan Langley, as _____ for Langley Productions, Inc., a corporation registered in California.



Jagdeep S. Ahluwalia
(Signature of Notary Public - State of California)

JAGDEEP S. AHLUWALIA, NOTARY PUBLIC

Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification
Type of Identification Produced: CA Driver's License



DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 3/5/24

DOCUMENT TITLE: Filming Agreement between COFL and Langley Productions, Inc.

COMM. MTG. DATE: 3/5/24 CAM #: 24-0296 ITEM #: CM-8 CAM attached: YES NO

Routing Origin: _____ Router Name/Ext: _____ 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.

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: _____ Attorney's Name: Rhonda Montoya Hasan Initials: _____

3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 03/04/24

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

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

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

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 1 originals to Mayor Scelfo (Name/Dept/Ext)

Attach _____ certified Reso # _____ YES NO Original Route form to CAO TM# 24-0139

