

EVENT LICENSE AGREEMENT NO. _____

This EVENT LICENSE AGREEMENT ("Agreement") is made as of this ____ day of _____, 2006 between the CITY OF PASADENA ("City"), a municipal corporation, and THE OLD PASADENA MANAGEMENT DISTRICT ("OPMD"), a California non-profit business corporation with headquarters at 33 E. Union Street, Pasadena, CA 91103.

WHEREAS, OPMD is a non-profit corporation dedicated to enhancing and preserving Old Pasadena as a unique, authentic and vibrant downtown experience, including, establishing Cinema in the Park, a free movie series every Saturday in the month of May.

WHEREAS, OPMD has proposed an annual series of movies in the Levitt Pavilion at Memorial Park.

NOW THEREFORE, in consideration of the mutual promises and undertakings contain herein, and for other good and valuable consideration, and pursuant to City Council approval on _____, 2006 the parties hereto agree as follows:

DEFINITIONS:

In this Agreement, unless a different meaning clearly appears from the context:

- a. "Additional Term" means any extension term pursuant to Section 12.0 of this Agreement.
- b. "Levitt Pavilion Area" means the Gold Band Shell Amphitheatre in Memorial Park in the City of Pasadena and the immediately surrounding public park area.
- c. "City Manager" means the Pasadena City Manager or any City employee designated by her in writing to carry out specific tasks or to give any specific approvals under this Agreement.
- d. "Event" means the Cinema in the Park, free movies in the park in the month of May, produced by OPMD in the Levitt Pavilion area.
- e. "Initial Term" has the meaning set forth in Section 12.

1. REPRESENTATION AND WARRANTIES OF OPMD. OPMD represents and warrants to the City that:

1.1 OPMD is a non-profit business corporation duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, and to execute and deliver its obligations under this Agreement.

1.2 When executed and delivered by the City, this Agreement shall constitute the legal, valid, and binding obligation of OPMD enforceable in accordance with the terms, except as the enforcement hereof and thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principals if equitable remedies are sought.

1.3 The execution and delivery of this Agreement and compliance with this Agreement will not in any material respect conflict with, or constitute a breach of or default under, any law, administrative regulation, court decree, resolution, bylaw or other agreement document to which OPMD is subject or is bound.

1.4 By official action of OPMD prior to or concurrently with the execution of this Agreement, OPMD has duly authorized and approved the execution and delivery of, and the performance by OPMD of the obligations on its part contained in this Agreement and the consummation by it of all other transactions contemplated thereby and hereby, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

2. REPRESENTATIONS AND WARRANTIES OF CITY

City represents and warrants to OPMD that:

2.1 When executed and delivered by OPMD, this Agreement shall constitute the legal, valid, and binding obligation of City enforceable in accordance with the terms, except as the enforcement hereof and thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditor's rights generally and by the application of equitable principals if equitable remedies are sought.

2.2 The execution and delivery of this Agreement and compliance with this Agreement will not in any material respect conflict with, or constitute a breach or default under, any law, administrative regulation, court decree, resolution, bylaw or other agreement or document to which City is subject or by which any of its property is bound.

2.3 By official action of City prior to or concurrently with the execution of this Agreement, City has duly authorized and approved and delivery of, and the performance by City of the obligations on its part contained in this Agreement and the consummation by it of all other

transactions contemplated thereby and hereby, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

3. MAINTENANCE OF LEVITT PAVILION AREA All regular maintenance of the Levitt Pavilion Area, including, without limitation, maintenance of pathways, permanent public lighting, the band shell and benches, all day to day trash removal, but excluding post Event cleanup for Cinema in the Park with more than 400 spectators in attendance, as the City Manager shall reasonably determine, shall be the responsibility of the City. OPMD shall be responsible for Event related items and materials, or any other personal equipment and personal property used for Cinema in the Park.

4. EVENT CONSIDERATION BY OPMD

4.1 Commitment to Produce Cinema in the Park Event. As a part of the consideration for this Agreement, OPMD agrees and covenants to sponsor the Cinema in the Park Event, at its sole cost and expense, on annual basis and to document that no less than \$30,000 be raised by OPMD and expended per year on the Cinema in the Park Event, for each of the (2) years of the Agreement. OPMD agrees to use its best efforts to sponsor Cinema in the Park in the first year of the Initial Term. OPMD reserves the right to cancel production of Cinema in the Park on or before April 15 of each year. Should the needed \$30,000 in sponsorship and donations not be secured in any given year of the Agreement, OPMD shall notify the City in writing on or before April 15 of its intent to cancel the event due to lack of funding.

4.2 Event Cancellation Scheduled Event which is canceled or rescheduled due to one the following reasons, in good faith and by reasonable determination of the City Manager, shall count toward the number of Events sponsored by OPMD: inclement weather, an act of God, local curfew, an act of terrorism, partial or complete destruction of the Levitt Pavilion Area or the fixtures needed to stage an event, delays in government review or inspection, or cancellation by a scheduled movie for reason other than non-payment by OPMD.

4.3 Standard of Quality for Events OPMD agrees that the Event produced under this Agreement shall be at a standard of performance and operation of the highest quality in calendar year 2006.

5. EVENT LICENSE

5.1 Permission to Stage Event This Agreement shall constitute a license to OPMD to stage Cinema in the Park, a free movie series every Saturday in May per calendar year that this Agreement is in effect, all in accord with the terms and conditions of this Agreement.

5.2 Permit Application and Approval OPMD shall complete a standard permit application for its Event no later than six (6) weeks prior to their first event each calendar year. City shall consider the OPMD permit applications described in this Section 5.1 on a timely basis, and shall approve or provide written comment on such application within five (5) business days of OPMD's giving thereof in accordance with Section 17. To the extent City has not approved or commented at the end of such five (5) business days period and the City Manager shall not have given notice of approval or written comment to OPMD, the OPMD permit application shall be deemed to be approved by City on the terms of the permit approved or deemed approved by City for the prior year. The City of Pasadena reserves the right to approve or disprove the individual Event, or the features of the Event proposed, in its sole and absolute discretion.

5.3 Date Priority City shall provide a list of all existing park users over the last five years to OPMD, and OPMD will make ever effort to accommodate the scheduling needs of these users who submit their scheduling requests to the City prior to March 15th or as it is made available by the City after the execution of the Agreement. Otherwise, OPMD shall have first priority for up to four (4) dates specified in its permit application which are scheduled for every Saturday evening in the month of May beginning on May 6 in 2006 and concluding May 27, and in 2007 beginning on May 5 and ending on May 26, with movies' times to be begin at sundown, approximately 8:15 pm and ending approximately at 10:00 pm.

5.4 Additional Use Conditions

5.4.1 Standard Permit Terms and Conditions The standard City permit terms and conditions apply to the Event except as modified by this Agreement.

5.4.2 Access for Staging In addition to the performance times stated in Section 5.3, OPMD shall be granted access to the Levitt Pavilion at least five hours prior to the scheduled performance start time for purposes of preparing for the performance (it being understood that pre-recorded music may be played during such times for sound checks or the entertainment of the audience prior to the movie), and shall be permitted to remain in the Levitt

Pavilion area for one hour following the scheduled movie end time for purposes of clearing equipment and materials from the Levitt Pavilion area; provided, that if OPMD indicates in its permit application that longer set-up or break-down times are required for the Event, OPMD shall be granted access to the Levitt Pavilion area for such longer period of time.

5.4.3 Staff and Security OPMD shall be solely responsible for coordinating the Event and engaging all staff, security, and public safety personnel needed for the Event, at its sole cost and expense. OPMD agrees to meet with the appropriate City staff (including the Police Department) to discuss and to resolve, at the sole cost and expense of OPMD, any public safety issues which arise or are anticipated to arise from the Event. OPMD shall submit a public safety/security plan to the Chief of Police for his approval.

5.4.5 Post Event Cleanup OPMD shall, at its sole cost and expense, remove equipment and restore the Levitt Pavilion Area and all equipment to their condition at the time immediately prior to set up within twenty-four (24) hours after the conclusion of each Event; provided that City shall have provided that day to day cleanup of the Levitt Pavilion area, including public areas, and remove all trash not generated by the Event and for other Events with more than 400 spectators in attendance, as the City Manager shall reasonably determine.

5.4.6 Utilities City shall be responsible for payment of all reasonable charges for electricity and water arising out of the Event.

5.4.7 Notification OPMD agrees to notify, in writing, all property owners within a 300 foot radius of the outer perimeter of the park of the upcoming schedule of the Event at least ten (10) days prior to the Event.

5.4.8 Permissible Sound Levels and Monitoring City and OPMD agree that the Event shall comply with City noise ordinance provisions as in effect on the date hereof. OPMD shall insure that the sound levels at the Event will not exceed the lawful levels of sound permitted. City shall have the right to terminate the Event and/or sound at the Event if sounds exceed the allowable level. To the extent such noise ordinance provisions change with the effect that permissible volume levels are lowered, City may not impair the Contract rights given OPMD to lawfully continue to use sound levels in compliance with noise ordinance provisions as in effect on the date hereof. OPMD will cooperatively work with the Metropolitan Transit

Authority (MTA), Pasadena Senior Center, Holly Street Apartment Management, the Armory Center for the Arts and any other interested party in close proximity to discuss sound system settings and placement, parking and any other issues which may arise. All costs of sound monitoring shall be paid by OPMD.

5.4.9 Hard Alcohol and Tobacco OPMD understands and agrees that no tobacco or hard alcohol products of any kind may be advertised or used as name sponsors for the Event. The parties agree that beer and wine are not considered to be hard alcohol. OPMD understands and agrees that no alcohol may be served or sold at the Event.

5.4.10 Event Proceeds OPMD understands and agrees that any and all monies generated during or for the Event, whether by donations, sponsorship, concession, grant or by any other manner shall be used solely to fund and to support the Event related costs production and to raise money for Arts Fighting Cancer, OPMD's charity partner in Cinema in the Park.

5.4.11 Co-sponsorship and Fees City agrees that it will serve as an official co-sponsor of the Events. OPMD understands and agrees that the sole purpose of this co-sponsorship role is the following: Park rental fees will be waived for Cinema in the Park Event Series. City will have, at no charge and, if approved by the City Manager, the City name and logo listed in all OPMD promotional material. City, at its discretion, may assist with printing costs. OPMD agrees that it shall pay, at its sole cost and expense, all other City fees and charges incurred for all activity under this Agreement.

5.4.12 No Representation Concerning Success of Event City shall not be responsible for the adequacy of promotion or the operation or success of the Event. City makes no representation or guarantee of any kind that the public will attend the Event.

5.4.13 Event Insurance OPMD shall procure and maintain in effect for the Event, a policy liability insurance with minimal limits of \$1,000,000 combines single limits, name the City of Pasadena, its directors, commissioners, officers, employees, agents and volunteers as additionally insured, including premises/operations, contractor's liability and personal injury coverage. The insurance company, terms of coverage, and form of certification of insurance must be satisfactory to the City Manager. The certification of insurance must be delivered to the City Manager no later than five (5) business days prior to each Event.

5.4.14 Event Indemnity To the maximum extent permitted by law, OPMD agrees to indemnify, defend and save harmless, City, City Council, each member thereof, and all of its officers, employees, and agents from and against any and all losses, liability, and expenses, defense costs and legal fees and any and all claims for damages of any nature whatsoever including, but not limited to bodily injury, death, personal injury, or property damage that arise or are claimed to have arisen directly or indirectly from the activities of OPMD or its employees, agents or subcontractors during OPMD's use of the Levitt Pavilion Area under this Agreement or from the wrongful or negligent acts or omissions of OPMD or its employees, agents or subcontractor, but not for the wrongful or negligent acts or omissions of City, City Council and each member thereof, or its officers, employees, or agents. Without limiting the generality of the foregoing, OPMD's indemnity shall include claims which arise, in part or in whole, from expenses incurred by vendors and participants, any failure to adequately promote the Event, the loss of income or failure to make a profit by any vendor or participant, the installation, maintenance, use or removal of the canopies, booths, equipment and material or any activity, use, sale, risk or performance under this Agreement whatsoever.

This Agreement to indemnify includes, but is not limited to, personal injury (including death at any time), property damage, incurring financial expenses or loss from the Event, the failure to profit from the Event, or other damage sustained by any person or persons whatsoever, including, but not limited to, members of volunteer groups, vendors, and participants and members of the general public.

6. ANNUAL REPORT

By no later than September 30th of each calendar year of this Agreement, OPMD will submit an Annual Report to the City Manager demonstrating that OPMD has complied with and met all of the performance milestones in the immediately preceding calendar year. This Annual Report is in addition to any other specific reporting requirement set forth in the Agreement, and timely submittal is a performance milestone under this Agreement.

7. NO JOINT VENTURE

Nothing contained in this Agreement, not the acts of the Parties hereto, nor the acts of any third party shall be deemed or construed to create the relationship of principal and agent, or a

partnership, or a joint venture, or of any common or shared business purpose between the Parties to this Agreement.

8. NO ESTATE

Other than the right of temporary access and temporary use specifically described in this Agreement, this Agreement does not give OPMD any interest, title, leasehold, estate or right of any kind or extent whatsoever, whether legal or equitable, prescriptive or otherwise in the Levitt Pavilion Area, without regard to the term of this Agreement or the amount of any funds expended by OPMD. Except as set forth in Section 9.0, OPMD agreed that it will not claim at any time any interest, title, leasehold or estate in the Levitt Pavilion Area or in any fixtures or by virtue of OPMD's occupancy, use of expenditures under this Agreement.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE

OPMD shall not, on the basis of disability, deny any qualified individual with a disability the opportunity to participate in or benefit from any aid, benefit or service provided OPMD pursuant to this Agreement. OPMD agrees to acquaint itself with: (a) the accessibility features of the Levitt Pavilion Area, (b) equipment in the Levitt Pavilion Area that promotes equal opportunity or participation by individuals with disabilities, and (c) procedures and policies for providing an equal opportunity for disabled people to participate in or use services or programs. OPMD shall use its reasonable efforts to make its employees and subcontractors aware of the above, comply with all laws, policies and procedures, and prepared to provide assistance as required by individuals with disabilities during the Event. In its efforts to market the Event to the public, OPMD agrees to include information about accessibility of Event.

10. INSURANCE

Other than as explicitly required by this Agreement, OPMD will determine its own needs in procurement of insurance to cover liabilities created under this Agreement. Any procurement of insurance shall be at the sole expense of OPMD and any City funds provided for this Event may not be used for the procurement of insurance. City will not defend nor indemnify OPMD should it be sued for any reason.

11. INDEMNIFICATION, LIMITATION OF LIABILITY

11.1 Indemnification. Other than as explicitly required by this Agreement, neither party shall be required to indemnify the other except to the extent that liability is allocated pursuant to a court of law, arbitration or other dispute resolution process.

11.2 Consequential Damages Under no circumstances shall the City be liable for any indirect, special, incidental, consequential or punitive damages arising in any way out of this Agreement, however caused and whether arising under theory of contract, tort or any other legal theory, even if City was advised of the possibility of such damages. The damages excluded by this section shall include, without limitation, damages for lost profits, and lost business opportunity. The limitations on liability set forth in this section shall apply notwithstanding any holding by any court that any of the limited remedies set forth in this Agreement may have failed of their essential purpose.

11.3 Construction of this Section. City is willing to enter into this Agreement only in consideration of and in reliance upon the provisions of this Agreement limiting the City's exposure to loss or liability. Such provisions are an essential part of the bargain underlying this Agreement and have been reflected in the consideration specified in this Agreement. Both parties understand and agree that the limitation and liability and the limitation of remedies allocate risk between the parties as authorized under applicable law.

12. TERM

The initial term of this Agreement shall be for two (2) years (the "Initial Term"), commencing as of May 6, 2006 to May 27, 2006 and commencing May 5, 2007 to May 26, 2007, unless earlier terminated in accord with the provisions of this Agreement. The City Manager may approve an "additional term" of two (2) years upon termination of the initial term. If, in the reasonable determination of the City Manager, OPMD has not complied with the terms and conditions of this Agreement in the prior term, the City Manager may decline to extend the Agreement or may extend the Agreement conditionally.

13. DEFAULT

In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. This Agreement shall terminate unless such

default is cured before the effective date of termination stated in such notice, which date shall be no sooner than forty-five (45) days after the date of notice.

14. TERMINATION BY CITY

The City reserves the right to postpone or cancel the Event and/or terminate this Event License Agreement for any reason and in its sole discretion. The City shall provide 30 days notice to OPMD however no such notice shall be required in cases of force majeure, local emergency, or public need.

15. NOTICES

Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, or by fax, addresses as follows. Notice simply to the City of Pasadena or any other City department is not adequate notice.

If to City: Cynthia J. Kurtz
City Manager
City of Pasadena
117 W. Colorado Blvd., 6th Floor
Pasadena, CA 91105
Fax: 626.744.3921

With a copy to: Director
Department of Public Works
117 W. Colorado Blvd., 3rd Floor
Pasadena, Ca 91105
Fax: 626.744.4757

If to OPMD: Maggie Campbell, President & CEO
Old Pasadena Management District
33 E. Union St.
Pasadena, CA 91103
Fax: 626.356.9775

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or if mailed, upon receipt or upon expiration of three (3) business days from the date posting, or, if by fax, upon printed confirmation of transmission, whichever is earlier. Either party may change the address at which it desire to received notice upon giving written notice of such request to the other party.

16. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the successors, heirs, executors, administrators and assigns of the parties to this Agreement. This Agreement may not be assigned, transferred, conveyed or encumbered by OPMD, in part or in whole, except with the written consent of the City.

17. APPLICABLE LAW AND JURISDICTION

This Agreement hereunder shall be governed by and construed in accordance with the laws of the State of California. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the State of California or the federal district courts sitting in Los Angeles, California, which courts shall have exclusive jurisdiction for such purpose.

18. ENFORCEABILITY

Any term or provision of this Agreement that is invalid or unenforceable or in conflict with the law of any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability of the remaining terms and provisions of this Agreement in any other jurisdiction. Further, the parties agree to that a court of competent jurisdiction in a particular jurisdiction may reform a specific term of this Agreement should the applicability of such term be held invalid or unenforceable in that jurisdiction so as to reflect the intended agreement of the parties hereto solely with respect to the applicability of such provision in said jurisdiction.

19. ENTIRE AGREEMENT; AMENDMENT; WAIVER

This Agreement (i) contains the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes all prior written and oral agreements and understanding between the parties relating to the subject matter hereof; and (iii) may not be amended or supplemented except by an instrument or counterparts thereof in writing signed by the Parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver for any right hereunder. The waiver by any party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

20. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES

OPMD agrees to comply with the Equal Employment Opportunity provisions of the City's Competitive Bidding and Purchasing Ordinance, Chapter 4.08 of the Pasadena Municipal Code,

the rules and regulations promulgated thereunder, the California Fair Employment and Housing Act (Government Code Section 12900 et seq.) and to this end:

20.1 OPMD certifies and represents that, during the performance of this Agreement, OPMD and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. OPMD further certifies that it will not maintain any segregated facilities.

20.2 OPMD shall, in all solicitations or advertisements for applicants for applicants for employment placed by or on behalf of this Agreement, state that it is an "equal opportunity employer" or that all qualified applicants will receive consideration for employment without regard to their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, or marital status.

20.3 OPMD shall, if requested to so do by City, certify it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, or marital status.

20.4 If requested to do so by the City, OPMD shall provide City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law, such records or portions of such records are confidential or privileged under stat or federal law.

20.5 OPMD agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this contract and which are performed within the City.

20.6 Nothing contained in this agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

20.7 OPMD shall include the provisions set forth in paragraphs numbered 1 through 6 of this section, inclusive, in each of its subcontractors.

21. HEADINGS; GRAMMAR; EXECUTION IN COUNTERPARTS

The headings and captions contained herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. Where the context of this Agreement requires, singular terms shall be considered plural, and plural terms shall be considered singular. This Agreement may be executed in any number of counterparts and by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same original instrument.

22. MAINTENANCE AND INSPECTION OF RECORDS

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of OPMD's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Agreement and/or paying only the amounts to which OPMD is properly entitled under the Agreement to for other purposes relating to the Contract. OPMD shall maintain and preserve all such records for a period of at least 3 years after the termination of the Agreement.

OPMD shall maintain all such records in the City of Pasadena. If not, OPMD shall upon request, promptly deliver the records to the City of Pasadena or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel salaries, private auditors, travel, lodging, meals and overhead.

23. CONFLICT

OPMD hereby represents, warrants and certifies that no member, officer or employee of OPMD is a director, officer or employee of the City of Pasadena, or a member of any of its boards, commissions, or committees, except to the extent permitted by the law.

24. POSSESSORY INTEREST TAX

To the extent of the law created by this Agreement may create a possessory interest subject to property taxation, OPMD shall be subject to and solely liable for the payment of any such possessory interest tax or property taxes levied on that interest.

25. TAXPAYER PROTECTION AMENDMENT

Under the provisions of the City of Pasadena Taxpayer Protection Amendment of 2000 ('Taxpayer Protection Act'), the Franchisee will be considered a 'recipient of a public benefit.' The full provisions of the Taxpayer Protection Act are set forth in Pasadena City Charter, Article XVII. Under the Taxpayer Protection Act, City public officials who approve this Agreement are prohibited from receiving gifts, campaign contributions or employment from Franchisee for a specified time. This prohibition extends to individuals and entities which are specified and identified in the Taxpayer Protection Act and includes Franchisee and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Franchisee. Franchisee understands and agrees that: (A) Franchisee is aware of the Taxpayer Protection Act; (B) Franchisee will complete and return the forms provided by the City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Franchisee will not make any prohibited gift, campaign contribution or offer of employment to any public official who approved this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth above.

DATED: CITY OF PASADENA

By: _____
CYNTHIA J. KURTZ
CITY MANAGER

ATTEST:

JANE RODRIGUEZ, CMC
CITY CLERK

DATED: OLD PASADENA MANAGEMENT DISTRICT

BY: _____
MAGGIE CAMPBELL
PRESIDENT & CEO

APPROVED AS TO FORM:

FRANK RHEMREV
ASSISTANT CITY ATTORNEY

REVIEWED:

STEVEN B. MERMELL
ACTING DIRECTOR OF FINANCE