

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996; and

WHEREAS, said Agreement was subsequently amended by Agreement dated December 10, 1996, April 13, 1999, May 27, 2003 and September 26, 2006; and

WHEREAS, the parties desire to amend the term of the agreement for the year 2010; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach

Chamber of Commerce, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2009.

PASSED SECOND READING this _____ day of _____, 2009.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
10/1/09
l:ord/2009-01

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, is entered into on this _____ day of _____, 2009, by and among:

CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

and

THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation having its office and principal residence of business at 2200 East Atlantic Boulevard, Pompano Beach, Florida 33062

along with

THE GREATER POMPANO BEACH CHAMBER OF COMMERCE, having an office and principal place of business at 2200 East Atlantic Boulevard, Pompano Beach, Florida 33062, hereinafter together referred to as "LICENSEE."

WITNESSETH:

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996 and subsequently amended by agreement dated December 10, 1996, April 13, 1999, May 27, 2003, and September 26, 2006; and

WHEREAS, the parties now desire to amend certain terms and conditions to the Original Agreement to change the date of the 2010 Seafood Festival; and

NOW, THEREFORE, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. That the agreement relating to the Pompano Beach Seafood Festival by and among the City of Pompano Beach, the Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce, dated March 12, 1996, and approved by the City of Pompano Beach Ordinance No. 96-56; amended by agreement dated December 10, 1996 and approved by City of Pompano Beach Ordinance No. 97-27, amended by agreement dated April 13, 1999 and approved by City of Pompano Beach Ordinance No. 99-34, and amended by Agreement dated May 27, 2003 and approved by City Ordinance No. 2003-52, and amended by Agreement dated September 26, 2006 and approved by City Ordinance No. 2006-65, shall be amended by amending Paragraph No. 3 of said agreement as follows:

3. For the respective years of this agreement, this license shall become effective at:

4:00 a.m. on April 26, 2007 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2007. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2007 and shall end at 11:00 p.m. On April 28, 2007 and April 29, 2007, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 28, 2007 and end at 8:00 p.m. on April 29, 2007, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 2008 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 2008. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2008 and shall end at 11:00 p.m. On April 26, 2008 and April 27, 2008 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2008 and end at 8:00 p.m. on April 27, 2008, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 23, 2009 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 26, 2009. The actual Seafood Festival shall commence at 4:00 p.m. on April 24, 2009 and shall end at 11:00 p.m. On April 25, 2009 and April 26,

2009, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 25, 2009 and end at 8:00 p.m. on April 26, 2009, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April ~~22~~ 15, 2010 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April ~~25~~ 18, 2010. The actual Seafood Festival shall commence at 4:00 p.m. on April ~~23~~ 16, 2010 and shall end at 11:00 p.m. On April ~~24~~ 17, 2010 and April ~~25~~ 18, 2010 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April ~~24~~ 17, 2010 and end at 8:00 p.m. on April ~~25~~ 18, 2010, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 21, 2011 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 24, 2011. The actual Seafood Festival shall commence at 4:00 p.m. on April 22, 2011 and shall end at 11:00 p.m. On April 23, 2011 and April 24, 2011, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 23, 2011 and end at 8:00 p.m. on April 24, 2011, with a reasonable time thereafter devoted to cleanup.

If because of circumstances beyond the control of the parties, any of the above dates must be changed, the parties will work, cooperatively towards rescheduling to a reasonable alternative date. It is understood by the parties that the CITY may at some time during the course of this agreement construct a police substation or commence other developments within the licensed property. Upon such development receiving a Certificate of Occupancy, the developed property shall be excluded from the Licensed Property. It is further agreed that should such development take place, egress and ingress by CITY employees, officials and citizens needing or desiring access to the newly constructed facility shall be permitted without having to pay a charge or admission fee for entry into the Licensed Property.

2. All of the terms, covenants and conditions contained in this said agreement between the parties, with the exception of the provision for the extension herein above shall remain unchanged, and the parties agree to keep, observe and perform all the covenants and conditions contained therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
PHYLLIS A. KORAB
INTERIM CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK
CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by **LAMAR FISHER** as Mayor, **PHYLLIS A. KORAB**, as Interim City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

**THE POMPANO BEACH SEAFOOD
FESTIVAL CORPORATION**

By: _____

Typed or Printed Name

Title: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by _____ as _____ of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

AND

Witnesses:

**THE GREATER POMPANO BEACH
CHAMBER OF COMMERCE**

By: _____

Typed or Printed Name

Title: _____

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by _____ as _____ of THE GREATER POMPANO BEACH CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

/jrm
10/1/09
l:agr/mgr/2010-001