

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 A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BLUEWATER MOVEMENTS, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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 a License Agreement between the City of Pompano Beach and Bluewater Movements, Inc., 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 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
10/12/09
l:ord/2010-29

CITY OF POMPANO BEACH
LICENSE AGREEMENT

THIS IS AN AGREEMENT, entered into on _____, 2009,
between:

CITY OF POMPANO BEACH, a municipal corporation existing under
the laws of the State of Florida, hereinafter referred to as "City,"

and

BLUEWATER MOVEMENTS, INC., a Florida corporation,
hereinafter referred to as "Applicant."

W I T N E S S E T H

WHEREAS, City owns, operates and maintains the eastern portion of the Hillsboro Inlet Park, hereinafter "Park"; and

WHEREAS, Applicant has requested approval from the City to conduct fishing tournament weigh-ins at the park, and is willing to provide the required certificate of insurance and is further willing to indemnify and hold harmless the City of Pompano Beach for any damage to persons or property which might occur during, and as a result of, the operation of said event.

WHEREAS, the City Commission of the City of Pompano Beach has determined that the agreement hereinafter set forth will accomplish such end and object.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. PERMISSION TO USE:

A. Applicant shall be entitled the exclusive use of a portion of the Hillsboro Inlet Park, the exact description of the portion is attached hereto and made a part hereof as Exhibit "A," (the "Property") for the Event. A portion of the Property, pier near the bridge is strictly reserved for patrons who wish to fish, said location is also noted on Exhibit "A."

B. Permission is given to use the Property as follows:

- a) From 7:00 a.m. on February 18 to 8:00 p.m. on February 20, 2010;
- b) From 7:00 a.m. on May 6 to 8:00 p.m. on May 8, 2010;
- c) From 7:00 a.m. on June 10 to 8:00 p.m. on June 12, 2010;
- d) From 7:00 a.m. on August 5 to 8:00 p.m. on August 7, 2010;

- e) From 7:00 a.m. on February 24 to 8:00 p.m. on February 26, 2011;
- f) From 7:00 a.m. on May 5 to 8:00 p.m. on May 7, 2011;
- g) From 7:00 a.m. on June 9 to 8:00 p.m. on June 11, 2011;
- h) From 7:00 a.m. on August 4 to 8:00 p.m. on August 6, 2011;
- i) From 7:00 a.m. on February 23 to 8:00 p.m. on February 25, 2012;
- j) From 7:00 a.m. on May 10 to 8:00 p.m. on May 12, 2012;
- k) From 7:00 a.m. on June 7 to 8:00 p.m. on June 9, 2012; and
- l) From 7:00 a.m. on August 2 to 8:00 p.m. on August 4, 2012;

C. Applicant shall not be permitted to charge visitors an admission fee for entrance into the event.

D. Applicant will not be required to furnish Applications for Public & Special Events as the event is being conducted, in part, by the City.

E. Applicant shall have the option to sell beer, wine, and liquor in the Property limits. Sale of beer, wine, and liquor must comply with all federal, state, county and municipal laws, ordinances and regulations and must be properly licensed by the State of Florida.

F. The applicant may promote and produce musical entertainment that complies with contemporary community standards and appeals to the interest of the general public within the Property. However, Applicant and Applicant's performers must adhere to Chapter 97 of the City's Code of Ordinances relating to noise as well as all other applicable ordinances.

G. Events shall only be conducted on the above dates and shall be limited to fishing tournament weigh-in and related activities including the sale of food and beverages.

H. Applicant may use electrical resources available at the Park to power scales and audio equipment for event purposes.

I. City will allow Applicant to use the pavilion noted on Exhibit "A" to conduct food and beverage sales during the hours of each scheduled weigh-in activity at the Park.

J. City will allow Applicant to utilize the office located on the Park to conduct any administrative tasks during the hours of each scheduled weigh-in activity at the Park.

K. City will allow Applicant to reserve eight parking spaces inside the Park for event staff during the hours of each scheduled weigh-in activity at the Park.

L. City will allow the Applicant to secure a floating dock immediately adjacent to the eastern most portion of the Park property during the weekends of each tournament weigh-in. The area where the dock is to be secured is identified on Exhibit "A" as the "Floating Dock." The purpose of the dock will be to provide ample boat dockage for the duration of each weigh-in activity held at the Park. Applicant will secure the dock no earlier than the Thursday preceding each tournament weekend

and will remove the dock no later than the Monday following each tournament weekend. Dock size should not exceed 8 feet by 120 feet.

M. Applicant acknowledges that City has the right to and intends to make repairs to the seawall to the Park property during the term of this License Agreement . City will use its best efforts to avoid any seawall repair or construction activities that may interfere with Applicant's event dates. Notwithstanding, City will not be responsible to Applicant for any damages or loss of use caused by repair or reconstruction to the said seawall.

2. CROWD AND TRAFFIC CONTROL:

Applicant shall provide crowd and traffic control, and also make arrangements to provide security, police and fire protection. In this regard, Applicant shall, without any cost or expense to City, retain and employ such off-duty police officers and firefighters as may be necessary in order to accomplish crowd and traffic control in an efficient and proper manner.

3. EMERGENCY MEDICAL SERVICES VEHICLE AND MEDICAL DOCTOR:

Applicant may be required to provide a minimum of one fully manned emergency medical services vehicle at all times during the Event.

4. SANITARY FACILITIES:

Applicant shall provide sufficient temporary public sanitary facilities and daily service of same at all times when any Event is in progress if City facilities are not adequate.

5. NO CONSTRUCTION OF FACILITIES, STRUCTURES, TENTS AND CONCESSION STANDS:

A. Applicant shall not be allowed to construct or maintain on the Property, fences, barriers, grandstands or signs without approval of the City.

B. Applicant shall not be allowed to erect tents or concession stands without approval by the City.

C. Any structures, facilities, concession stands, tents and other property shall be removed not later than 8:00 p.m. on the Saturday of the conclusion of an Event. Except where such structures, facilities, concession stands and tents are permitted by this Agreement, the same shall not otherwise interfere with the normal operations of the Property.

6. MAINTENANCE OF AND PAYMENT FOR DAMAGE TO PROPERTY:

Applicant shall be responsible for, and shall maintain, all areas of the Property utilized by it in a clean, attractive and orderly condition. In this regard, the Applicant's responsibility shall include but not be limited to the removal of all trash or debris that accumulated on any portion of the Property utilized by it. The Applicant shall further be responsible for damage to all plants, shrubs, trees and

paved surfaces, and to any and all structures located and situated upon any portion of the Property utilized by the Applicant, if any such damage is caused by any act or omission of the Applicant or its agents, employees, licensees or servants, or by any act or omission of any participant in the Events. Prior to event dates, City shall inspect the Property and note any damage or defects on the Property. A representative from applicant may be present during the inspection. It is further agreed that City shall inspect the Property for damage no later than 24 hours after the Events and, if as a result of said inspection by City, damage is found to exist, City shall furnish a written report of such damage to the Applicant, which report shall state the cost to be paid by the Applicant to City to correct said damage no later than seven (7) days after the receipt by it of City's report. A representative of Applicant may also be present at the post-event inspections.

7. SECURITY:

All construction materials, equipment, goods, signs and any other personal property of Applicant shall be protected solely by Applicant. Applicant acknowledges and agrees that City assumes no responsibility whatsoever for any such item and that the security and protection of any such item from theft, vandalism, the elements, acts of God, or any other cause, are strictly the responsibility of Applicant.

8. SUBLEASES ASSIGNMENTS, OR TRANSFERS:

Applicant shall not assign, sublease or transfer any of its obligations or rights under this Agreement, in whole or in part, to any person without the prior approval of City. Any such action by Applicant will result in immediate cancellation of this Agreement by City. However, Applicant may allow charities to sell food and beverages for the purpose of generating funds for their charitable organizations.

9. DETAILS OF EVENT AND USE OF PROPERTY:

All sponsors of the Events, all goods and services to be promoted, and all items to be distributed, sold, or given away must have the prior approval of the City Manager or his designee and such approval may be withheld if, in the sole opinion of the City Manager or his designee, it is in the best interests of the City to do so; provided, however, that the distribution of information protected by the First Amendment to the United States Constitution shall not be subject to such prior approval.

10. LICENSES AND PERMITS; COPYRIGHTS, PATENTS AND TRADEMARKS:

Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. Additionally, if Applicant intends to use any item which is or may be protected from infringement, such as but not limited to copyrights, patents and trademarks, Applicant shall provide City fifteen (15) days in advance of the first date of Property use, evidence showing that the applicable license, permit or permission has been secured and, if applicable, all fees have been paid in full by Applicant. The provisions of this paragraph specifically apply to ASCAP, and any other similar organization which may require written permission and payment of a fee for use of protected material.

11. STANDARDS OF CONDUCT; COMPLIANCE WITH RULES, REGULATIONS, ORDINANCES:

Applicant shall at all times comply with all Federal and State laws and all rules, regulations and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.

12. INSURANCE:

A. Applicant agrees to obtain, pay for and keep in force continuously from 7:00 a.m. Thursday to 8:00 p.m. on Saturday when each Event is held, comprehensive general liability insurance, including Owners and Contractors Liability Form and Liquor Liability Form, with policy limits of not less than \$1,000,000.00 for any one person, and \$1,000,000.00 for any one accident, with coverages which shall include property damage, bodily injury and death. Also, Applicant agrees to provide and have in force continuously during the above-referenced event dates a Certificate of General Liability Insurance from any participant in any event which sells or distributes alcoholic beverages which must contain "Liquor Liability" coverage, listing the City as an additional insured in the amount of \$1,000,000.00 per person, per occurrence. The valid Certificates of Insurance shall be provided to City by Applicant no later than ten (10) days before the date permission to first use the Property begins for each year. Any such policy shall name the City as an additional insured and shall not be affected by any insurance that the City may carry in its own name. The policy shall remain in full force and effect at all times covered by this Agreement and shall specifically include those times of setup and breakdown in connection with the Event.

B. Applicant shall further provide evidence of Workers' Compensation if required by law to have Workers' Compensation, in force for the benefit of Applicant's employees with a Certificate of Insurance no later than ten (10) days prior to use of the Property, or an affidavit under oath that Applicant has only one paid employee. Also, no later than ten (10) days prior to the use of the Property, Applicant shall provide evidence that all subcontractors and participants have Workers Compensation coverage as required by Florida Law.

C. Any business or charity manufacturing, processing, packing, holding, preparing or selling food at wholesale or retail must provide the CITY a copy of Product Liability Insurance naming the City of Pompano Beach as additional insured.

13. INDEMNIFICATION AND HOLD HARMLESS:

If any person, firm or corporation should sustain any damage, death or injury, Applicant agrees to indemnify and hold City harmless for any claims, suits, actions, judgments, attorney's fees, court costs and any other expenses whatsoever, arising out of or in connection with use of the Property. If called upon by City, Applicant shall defend not only itself, but also City in connection with any such claim, at no cost or expense whatsoever to City.

14. BANNERS:

Applicant may display temporary banners and signs to promote tournament sponsors. Banners will be displayed along dockside railings with tie wraps. Banners will only be displayed during the hours that the weigh-in activities are conducted and will be removed immediately following each weigh-in. All banners must first be approved by the City Manager.

15. AUTHORITY OF CITY MANAGER:

Use by Applicant of the Property shall be coordinated with the City Manager ("Manager") or his designee. The Manager shall have authority to suspend all or any part of the activities of Applicant when, in the Manager's opinion, such activities may be or are detrimental to the public or to the City, or if the City has reason to believe any law or ordinance is being violated by Applicant, its agents or employees. City reserves the right through the Manager to suspend or terminate use of the Property if visitors become unruly and to reject any presentation, material or item which is or may be, in the sole opinion of the Manager, hazardous, offensive, immoral or disparaging to the image of the City, or to any person or group of persons. The decision of the Manager in such regard shall be final, binding and conclusive, but shall not be arbitrarily exercised.

16. MISCELLANEOUS:

It is understood between the parties that the relationship of CITY and Applicant is that of an independent contractor. Applicant shall have no authority to employ any person as an employee or agent on behalf of City for any purpose. Neither Applicant or any person engaging in any work relating to Applicant's rights and obligations set forth herein at the request of or with the consent (whether actual or implied) of applicant shall be deemed an employee or agent of City, nor shall any such person represent himself to others as an employee or agent of City. Should any person indicate to Applicant or any employee or agent of Applicant by written or oral communication to Applicant that the person believes Applicant or an employee or agent of Applicant to be an employee or agent of City, Applicant shall use its best efforts to correct or cause its employee or agent to correct that belief.

17. PARKING:

Applicant will secure additional parking locations at parking lots immediately surrounding the Park for visitors attending the weigh-in activities. A list of parking lot locations and a copy of authorization from the lot owners will be provided to the City Manager prior to the events being held at the Park.

18. TRANSPORTATION:

Should additional parking be necessary, Applicant will provide a shuttle bus service for transportation of visitors to and from the event at a public parking location, which must be approved by the City Manager.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
PHYLLIS A. KORAB
INTERIM CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"APPLICANT":

Witnesses:

BLUEWATER MOVEMENTS, INC.
a Florida 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 BLUEWATER MOVEMENTS, INC., 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

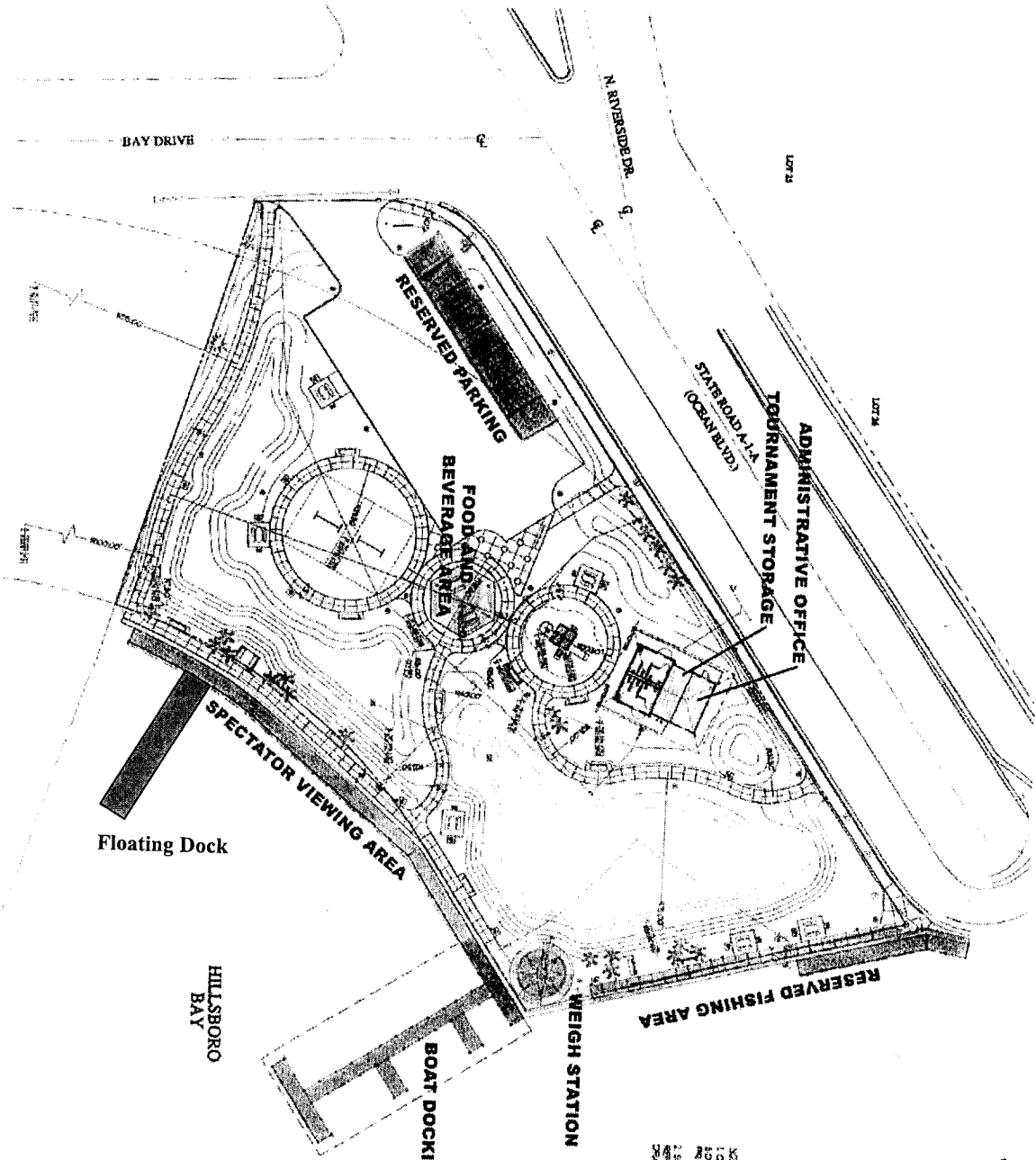


EXHIBIT A

- LEGEND**
- RESERVED FISHING AREA
 - WEIGH STATION
 - BOAT DOCKING AREA
 - SPECTATOR VIEWING AREA
 - FOOD AND BEVERAGE AREA
 - TOURNAMENT STORAGE
 - ADMINISTRATIVE OFFICE
 - RESERVED PARKING

NOTE: THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GENERAL AND SPECIFIC CONDITIONS OF THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPAÑO BEACH AND BLUEWATER MOVEMENTS, INC. FOR THE CONSTRUCTION OF THE BOAT DOCKING AND SPECTATOR VIEWING AREAS. THE CITY OF POMPAÑO BEACH RESERVES THE RIGHT TO MODIFY THE PLAN AT ANY TIME WITHOUT NOTICE.

HILLSBORO INLET