

REQUESTED COMMISSION ACTION:

Consent     
  Ordinance     
  Resolution     
  Consideration/ Discussion     
  Presentation

SHORT TITLE      An Ordinance of the City of Pompano Beach, 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.

**Summary of Purpose and Why:**

To amend the license agreement dates for the 2016, 2017, 2018 and 2019 events and "festival footprint" (site plan).

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm.      Ext. 4191
- (3) Expiration of contract, if applicable: April 29, 2019
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>2-23-15</u>	<u>Approve</u>	<u>Mark A. Beaudreau</u>
City Attorney	<u>2/26/15</u>	<u>—</u>	<u>Robert Brown</u>
Risk Management	<u>3-3-15</u>	<u>Approve</u>	<u>E. Beecher</u>
Internal Audit	<u>2-25-15</u>	<u>Approve</u>	<u>Proyer</u>

City Manager *[Signature]*      *[Signature]*

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration
Workshop 1 <sup>st</sup> Reading <u>3/10/15</u> Approved	1 <sup>st</sup> Reading _____ _____ _____	Results: _____ _____ _____
2 <sup>nd</sup> Reading <u>3/24/15</u> _____ _____	_____ _____ _____	_____ _____ _____

# MEMORANDUM

Parks, Recreation & Cultural Arts

## Memorandum 15-A049

DATE: February 17, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator 

SUBJECT: Agenda Item – Ordinance/Amending Pompano Beach Seafood Festival Agreement

Please place the attached ordinance on the March 10, City Commission Agenda for first reading. The City Clerk advertised the ordinance for first reading in the Sun-Sentinel. The attached ordinance is an amendment to the agreement among the City, Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce. The amended agreement provides dates for the 2016, 2017, 2018 and 2019 events and includes a new “festival footprint” (site plan).

If you have any questions or need additional information regarding the agreement please call me at 954-786-4191.

MB/afh

cc: Scott Moore, Recreation Manager



**City Attorney's Communication #2015-584**  
February 12, 2015

**TO:** Mark A. Beaudreau, Recreation Programs Administrator  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Ordinance / Pompano Beach Seafood Festival

As requested in your email of February 10, 2015, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

**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.**

Please feel free to contact me if I may be of further assistance.

  
GORDON B. LINN

/jrm  
l:cor/recr/2015-584

Attachment

**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 several times; and

**WHEREAS**, the parties desire to amend the agreement to extend the duration of the License and the location of the License; 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 \_\_\_\_\_, 2015.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm  
2/17/15  
l:ord/2015-213

**AMENDMENT AGREEMENT**

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THIS AMENDMENT AGREEMENT, is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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, September 26, 2006, November 13, 2009, October 5, 2010, March 16, 2012, and April 3, 2013; and

**WHEREAS**, the parties now desire to amend the Original Agreement to include additional dates and to substitute Exhibit "A" to the Original Agreement;

**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. The attached Exhibit "A" is hereby substituted for, and in all references replaces, that Exhibit "A" which was attached to, referenced and made a part of the Original Agreement.

3. 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, and amended by Agreement dated November 13, 2009 and approved by City Ordinance No. 2010-07, and amended by Agreement dated October 5, 2010 and approved by City Ordinance No. 2010-47 and amended by Agreement dated March 16, 2012 and approved by City Ordinance No. 2012-21, and amended by Agreement dated April 3, 2013 and approved by City Ordinance No. 2013-48 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 19, 2016 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 25, 2016. The actual Seafood Festival shall commence at 4:00 p.m. on April 22, 2016 and shall

end at 11:00 p.m. On April 23, 2016 and April 24, 2016 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 23, 2016 and end at 8:00 p.m. on April 24, 2016, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 25, 2017 (except as hereinafter provided) and shall terminate at 10:00 p.m. on May 1, 2017. The actual Seafood Festival shall commence at 4:00 p.m. on April 28, 2017 and shall end at 11:00 p.m. On April 29, 2017 and April 30, 2017 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 29, 2017 and end at 8:00 p.m. on April 30, 2017, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 2018 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 30, 2018. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2018 and shall end at 11:00 p.m. On April 28, 2018 and April 29, 2018 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 28, 2018 and end at 8:00 p.m. on April 29, 2018, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 23, 2019 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2019. The actual Seafood Festival shall commence at 4:00 p.m. on April 26, 2019 and shall end at 11:00 p.m. On April 27, 2019 and April 28, 2019 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 27, 2019 and end at 8:00 p.m. on April 28, 2019, with a reasonable time thereafter devoted to cleanup.

...

4. 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: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, 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 \_\_\_\_\_, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH**, as City Manager, and **ASCELETA HAMMOND** 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**

*Jonathan Wasser*  
\_\_\_\_\_

By: \_\_\_\_\_

*Scott R Moore*  
\_\_\_\_\_

**John C. Good, Manager**

Typed or Printed Name

Title: **Manager**

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

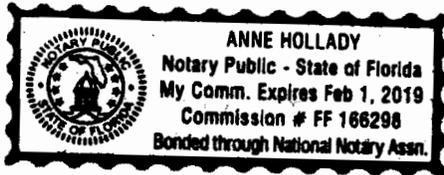
The foregoing instrument was acknowledged before me this 20 day of Feb., 2015 by **John C. Good** as **Manager** of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

*Anne Hollady*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

*Anne Hollady*  
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

FF166298  
\_\_\_\_\_  
Commission Number



**AND**

Witnesses:

BARBARA PALAT  
Barbara Palat  
Jonathan Nasser

THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

By: [Signature]

Ulrich H. Green, President/CEO  
Typed or Printed Name

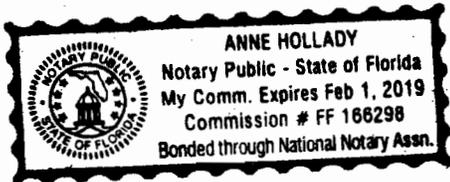
Title: President/CEO

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of Feb., 2015 by Ulrich H. Green as President/CEO 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:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298  
Commission Number

GBL/jrm  
2/16/15  
l:agr/recr/2015-583

# Exhibit A



The actual Layout of the Festival within the footprint will be mutually agreed upon between the parties each year prior to the Festival.

**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 several times; and

WHEREAS, the parties desire to amend the agreement by changing the dates and location of the License; 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.

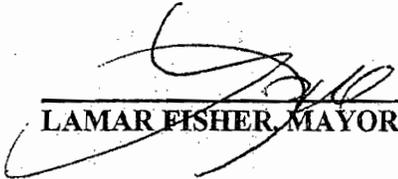
**SECTION 2.** That the proper City officials are hereby authorized to execute said Amendment Agreement.

**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.

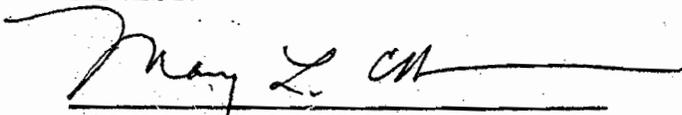
**SECTION 4.** This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of March, 2013.

PASSED SECOND READING this 28th day of March, 2013.

  
\_\_\_\_\_  
LAMAR FISHER, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
2/13/13  
l:ord/2013-170

## **AMENDMENT AGREEMENT**

THIS AMENDMENT AGREEMENT, is entered into on this 3rd day of April, 2013, 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, September 26, 2006, November 13, 2009, October 5, 2010, and March 16, 2012; and

**WHEREAS**, the parties now desire to amend certain terms and conditions to the Original Agreement to change the date and location of the 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, and amended by Agreement dated November 13, 2009 and approved by City Ordinance No. 2010-07, and amended by Agreement dated October 5, 2010 and approved by City Ordinance No. 2010-47 and amended by Agreement dated March 16, 2012 and approved by City Ordinance No. 2012-21, shall be amended by amending Paragraph No. 2 and Paragraph No. 3 of said agreement as follows:

2. CITY hereby grants to the LICENSEE and the LICENSEE hereby accepts from the CITY a license to conduct and supervise the operation of the annual Pompano Beach Seafood Festival for the term of the license upon the following described property:

~~Commencing at a point located at the South right-of-way line of Atlantic Boulevard and the western right-of-way line of Pompano Beach Boulevard, proceed approximately 360 feet along the extended south right-of-way line of Atlantic Boulevard to the most eastern point of the Pompano Beach municipal beach, proceed along said eastern boundary of the municipal beach, 1000 feet, then proceed west along a line parallel to and 1,000 feet from the extended south right-of-way line of Atlantic Boulevard to the centerline of the right-of-way for Pompano Beach Boulevard, and then proceed South along said centerline to the northern boundary of the Oceanside Shopping Center parking~~

~~lot, then proceed west along the extended northern boundary of the Oceanside Shopping Center parking lot to the western right of way line of Pompano Beach Boulevard to the northern right of way line for Atlantic Boulevard, then along the northern right of way line of Atlantic Boulevard to the eastern right of way line of A1A, then southerly along the eastern right of way line of A1A to the south right of way line for Atlantic Boulevard then easterly to the south right of way line of Atlantic Boulevard to the point of commencement.~~

See Exhibit "A" attached hereto and made a part hereof.

It is understood that this license is not exclusive for the rights-of-way included within said description as to the employees and patrons of any businesses located adjacent to Pompano Beach Boulevard between Atlantic Boulevard NE 3<sup>rd</sup> Street and NE 2<sup>nd</sup> Street and the northern boundary of the ~~Oceanside Shopping Center parking lot A1A~~. Therefore, no admission fee, if any, shall be required for admission of these persons into the Licensed Property.

~~Notwithstanding the above, the license for the Seafood Festival for the 2012 year shall be upon the following described property:~~

~~See Exhibit "A" attached hereto and made a part hereof.~~

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

4:00 a.m. on April 24 23, 2013 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 28 29, 2013. The actual Seafood Festival shall commence at 4:00 p.m. on April 26, 2013 and shall end at 11:00 p.m. On April 27, 2013 and April 28, 2013 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 27, 2013 and end at 8:00 p.m. on April 28, 2013, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April ~~23~~ 22, 2014 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April ~~27~~ 28, 2014. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2014 and shall end at 11:00 p.m. On April 26, 2014 and April 27, 2014 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2014 and end at 8:00 p.m. on April 27, 2014, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April ~~22~~ 21, 2015 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April ~~26~~ 27, 2015. The actual Seafood Festival shall commence at 4:00 p.m. on April 24, 2015 and shall end at 11:00 p.m. On April 25, 2015 and April 26, 2015 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 25, 2015 and end at 8:00 p.m. on April 26, 2015, with a reasonable time thereafter devoted to cleanup.

3. 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:

Betty J. Moner

Shelby R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]  
LAMAR FISHER, MAYOR

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of April, 2013 by LAMAR FISHER as Mayor, DENNIS W. BEACH, as 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.

Krystal Aaron  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



KRYSTAL AARON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE874886  
Expires 2/14/2017

Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)  
  
\_\_\_\_\_  
Commission Number

"LICENSEE":

Witnesses:

Greg Martzolf  
Ric Green

THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION

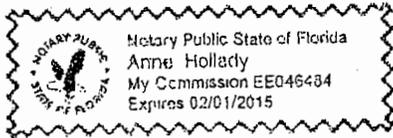
By: John C. Good  
John C. Good  
Typed or Printed Name  
Title: Manager

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of Feb., 2013 by John Hood as Manager 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:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)

EE 046484  
Commission Number

**AND**

**THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE**

Witnesses:

*[Handwritten signatures of witnesses]*

By: *[Signature]*

ULRICH H. GREEN  
Typed or Printed Name

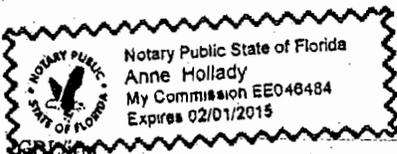
Title: PRESIDENT/CEO

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of Feb, 2013 by Ulrich H. Greene 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:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA

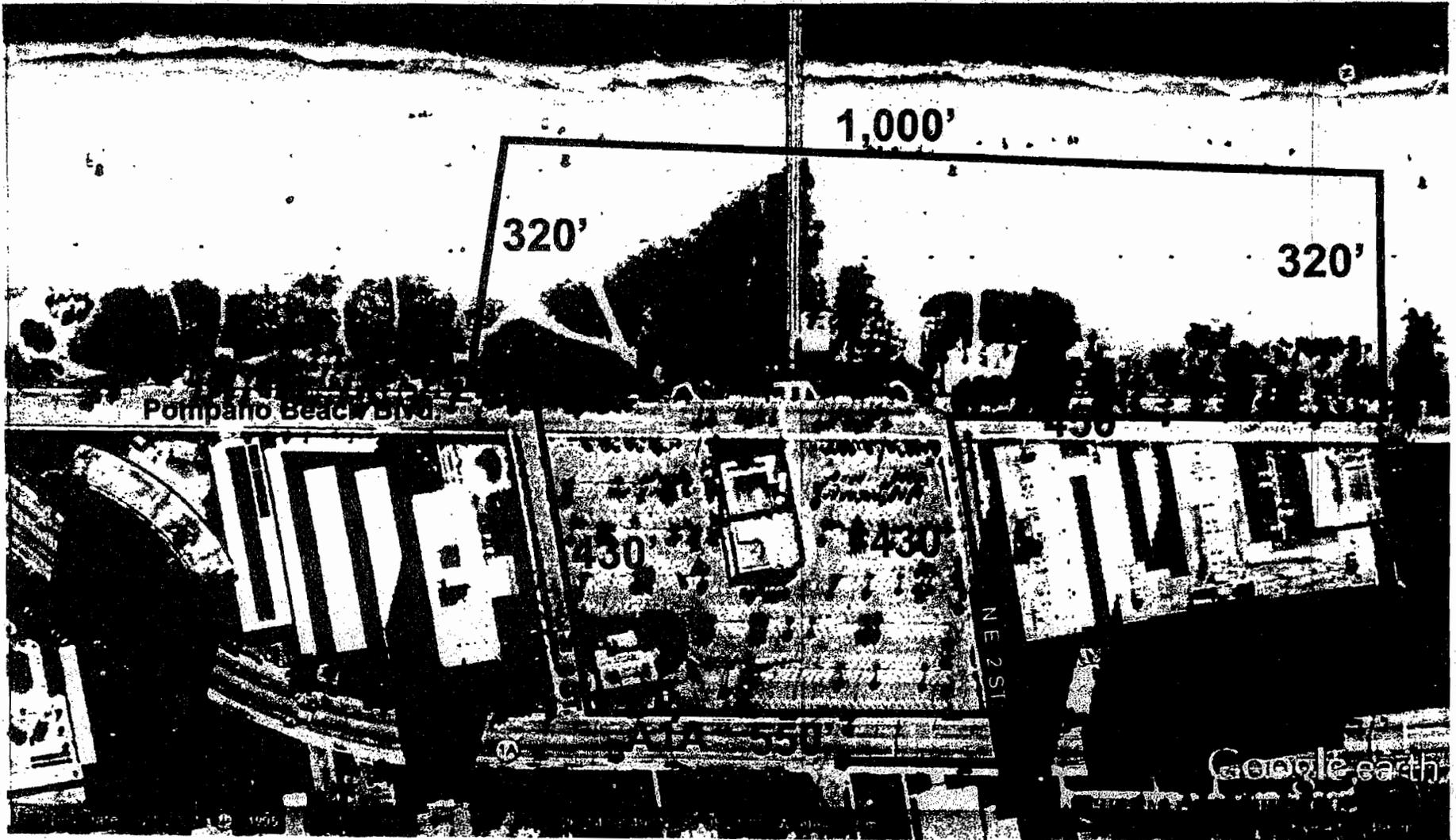
Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)

EE 046484  
Commission Number

2/13/13  
l:agr/recr/2013-606

# POMPANO BEACH SEAFOOD FESTIVAL

EXHIBIT A - Commencing at a point located at the intersection of the north side of N.E. 2<sup>nd</sup> Street and A1A, proceeding north approximately 550' to the intersection of the south side of N.E. 3<sup>rd</sup> St. and A1A, then proceeding east along the south side of N.E. 3<sup>rd</sup> Street approximately 430' to the east side of Pompano Beach Blvd., then proceeding east from Pompano Beach Blvd. approximately 320', then south approximately 1,000' parallel to Pompano Beach Blvd., then west to the east side of Pompano Beach Blvd., proceeding north along the east side of Pompano Beach Blvd, approximately 450', then proceeding west along the north side of N.E. 2<sup>nd</sup> Street to the point of commencement.



**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.

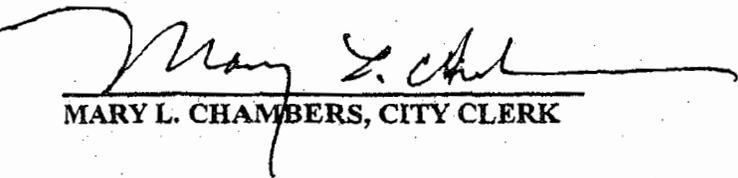
**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 13th day of March, 2012.

**PASSED SECOND READING** this 28th day of February, 2012.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm  
2/1/12  
l:ord/2012-156

## AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, is entered into on this 16th day of  
March, 2012, 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, September 26, 2006, November 13, 2009 and October 5, 2010; and

WHEREAS, the parties now desire to amend certain terms and conditions to the Original Agreement to change the date and location of the 2012 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, and amended by Agreement dated November 13, 2009 and approved by City Ordinance No. 2010-07, and amended by Agreement dated October 5, 2010 and approved by City Ordinance No. 2010-47 shall be amended by amending Paragraph No. 2 and Paragraph No. 3 of said agreement as follows:

2. CITY hereby grants to the LICENSEE and the LICENSEE hereby accepts from the CITY a license to conduct and supervise the operation of the annual Pompano Beach Seafood Festival for the term of the license upon the following described property:

Commencing at a point located at the South right-of-way line of Atlantic Boulevard and the western right-of-way line of Pompano Beach Boulevard, proceed approximately 360 feet along the extended south right-of-way line of Atlantic Boulevard to the most eastern point of the Pompano Beach municipal beach, proceed along said eastern boundary of the municipal beach, 1000 feet, then proceed west along a line parallel to and 1,000 feet from the extended south right-of-way line of Atlantic Boulevard to the centerline of the right-of-way for Pompano Beach Boulevard, and then proceed South along said centerline to the northern boundary of the Oceanside Shopping Center parking lot, then

proceed west along the extended northern boundary of the Oceanside Shopping Center parking lot to the western right-of-way line of Pompano Beach Boulevard to the northern right-of-way line for Atlantic Boulevard, then along the northern right-of-way line of Atlantic Boulevard to the eastern right-of-way line of A1A, then southerly along the eastern right-of-way line of A1A to the south right-of-way line for Atlantic Boulevard then easterly to the south right-of-way line of Atlantic Boulevard to the point of commencement.

...

Notwithstanding the above, the license for the Seafood Festival for the 2012 year shall be upon the following described property:

See Exhibit "A" attached hereto and made a part hereof.

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

...

4:00 a.m. on April ~~25~~ 18, 2012 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April ~~29~~ 23, 2012. The actual Seafood Festival shall commence at 4:00 p.m. on April ~~27~~ 20, 2012 and shall end at 11:00 p.m. On April ~~28~~ 21, 2012 and April ~~29~~ 22, 2012 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April ~~28~~ 21, 2012 and end at 8:00 p.m. on April ~~29~~ 22, 2012, with a reasonable time thereafter devoted to cleanup.

...

3. 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

Chestine Wodke

By:

[Signature]  
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By:

[Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

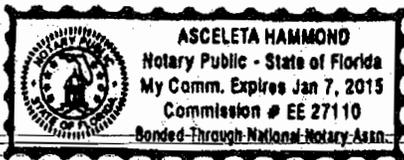
The foregoing instrument was acknowledged before me this 16th day of March, 2012 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH**, as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

"LICENSEE":

Witnesses:

THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION

Betty Mania  
Christine Wodka

By: [Signature]  
John C. Good  
Typed or Printed Name

Title: Manager

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of February, 2012 by John C. Good as Manager 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:

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA  
Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)  
#DD857705  
Commission Number

NOTARY PUBLIC-STATE OF FLORIDA  
Shelley R. Bartholomew  
Commission #DD857705  
Expires: APR. 01, 2013  
BONDED THRU ATLANTIC BONDING CO, INC.

AND

Witnesses:

**THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE**

Christian Wodka  
Betty Mauer

By: *RIC GREEN*  
RIC GREEN  
Typed or Printed Name  
Title: PRESIDENT / CEO

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2012 by RIC GREEN as PRESIDENT / CEO 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  
Shelley R. Bartholomew  
Commission # DD857705  
Expires: APR. 01, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA  
Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)  
#DD 857705  
Commission Number

GBL/jrm  
2/1/12  
l:agr/mgr/2012-480

# POMPANO BEACH SEAFOOD FESTIVAL

EXHIBIT A

EXHIBIT A - Commencing at a point located at the intersection of the north side of N.E. 2<sup>nd</sup> Street and A1A, proceeding north approximately 550' to the intersection of the south side of N.E. 3<sup>rd</sup> St. and A1A, then proceeding east along the south side of N.E. 3<sup>rd</sup> Street approximately 430' to the east side of Pompano Beach Blvd., then proceeding east from Pompano Beach Blvd. approximately 320', then south approximately 950' parallel to Pompano Beach Blvd., then west to the east side of Pompano Beach Blvd., proceeding north along the east side of Pompano Beach Blvd. approximately 395', then proceeding west along the north side of N.E. 2<sup>nd</sup> Street to the point of commencement.



ORDINANCE NO. 2010- 47

**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, September 26, 2006 and November 13, 2009; and

WHEREAS, the parties desire to amend the term of the agreement for the year 2011, and to make additional amendments to the agreement to extend the duration of the License; 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.

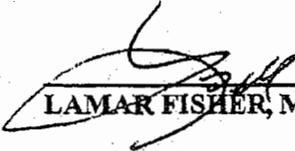
**SECTION 2.** That the proper City officials are hereby authorized to execute said Amendment Agreement.

**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.

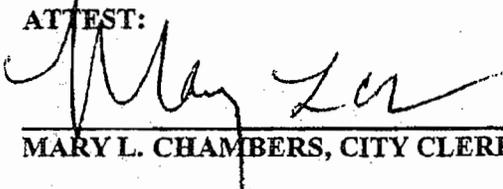
**SECTION 4.** This Ordinance shall become effective upon passage.

PASSED FIRST READING this 14th day of September, 2010.

PASSED SECOND READING this 28th day of September, 2010.

  
\_\_\_\_\_  
LAMAR FISHER, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
7/15/10  
l:ord/2010-325

**AMENDMENT AGREEMENT**

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THIS AMENDMENT AGREEMENT, is entered into on this 5th day of  
October, 2010, 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, September 26, 2006, and November 13, 2009; and

WHEREAS, the parties now desire to amend certain terms and conditions to the Original Agreement to change the date of the 2011 Seafood Festival, and to make additional amendments to the agreement to extend the duration of the License; 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, and amended by Agreement dated November 13, 2010 and approved by City Ordinance No. 2010-07, 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 ~~24~~ 13, ~~2011~~ (except as hereinafter provided) and shall terminate at 10:00 p.m. on April ~~24~~ 17, 2011. The actual Seafood Festival shall commence at 4:00 p.m. on April ~~22~~ 15, 2011 and shall end at 11:00 p.m. On April ~~23~~ 16, 2011 and April ~~24~~ 17, 2011, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April ~~23~~ 16, 2011 and end at 8:00 p.m. on April ~~24~~ 17, 2011, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 25, 2012 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2012. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2012 and shall end at 11:00 p.m. On April 28, 2012 and April 29, 2012 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 28, 2012 and end at 8:00 p.m. on April 29, 2012, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 2013 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 28, 2013. The actual Seafood Festival shall commence at 4:00 p.m. on April 26, 2013 and shall end at 11:00 p.m. On April 27, 2013 and April 28, 2013 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 27, 2013 and end at 8:00 p.m. on April 28, 2013, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 23, 2014 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 2014. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2014 and shall end at 11:00 p.m. On April 26, 2014 and April 27, 2014 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2014 and end at 8:00 p.m. on April 27, 2014, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 22, 2015 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 26, 2015. The actual Seafood Festival shall commence at 4:00 p.m. on April 24, 2015 and shall end at 11:00 p.m. On April 25, 2015 and April 26, 2015 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 25, 2015 and end at 8:00 p.m. on April 26, 2015, 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.

3. 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:

Christine Wodka

Shelley R. Baithorne

CITY OF POMPANO BEACH

By: [Signature]  
LAMAR FISHER, MAYOR

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

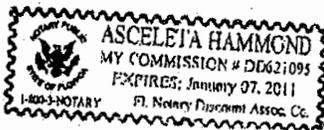
Approved by:

[Signature]  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of October, 2010 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH**, as 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:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleia Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

Christine Wodka  
[Signature]

THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION

By: [Signature]  
John C. Good  
Typed or Printed Name

Title: MANAGER

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2010 by John C. Good as Manager 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  
Shelley R. Bartholomew  
Commission # DD857705  
Expires: APR. 01, 2013  
BONDED THRU ATLANTIC BONDING CO, INC.

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA  
Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)  
# DD857705  
Commission Number

AND

Witnesses:

THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

Christine Woodka  
J. M. K. O.

By: [Signature]  
Ric Green  
Typed or Printed Name

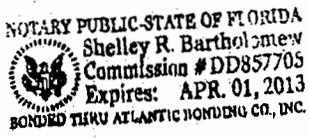
Title: PRESIDENT/CEO POMPANO BEACH  
CHAMBER OF COMMERCE

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of  
August, 2010 by Ric Green  
as President/CEO 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:



Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA

Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)

#DD857705  
Commission Number

/jrm  
7/16/10  
l:agr/mgr/2010-1536

ORDINANCE NO. 2010-07

**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.

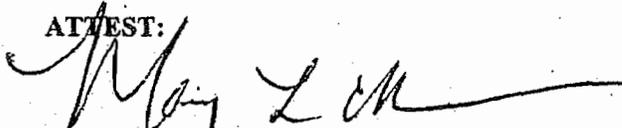
**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 27th day of October, 2009.

**PASSED SECOND READING** this 10th day of November, 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 13<sup>th</sup> day of  
November, 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

Christine Wadka

By:

Lamar Fisher  
LAMAR FISHER, MAYOR

Mary L. Chambers

By:

Phyllis A. Korab  
PHYLLIS A. KORAB  
INTERIM CITY MANAGER

Attest

Mary L. Chambers  
MARY L. CHAMBERS, CITY CLERK  
CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

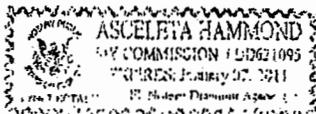
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2009 by **LAMAR FISHER** as Mayor, **PHYLLIS A. KORAB**, as Interim City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

Asceletha Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce

"LICENSEE":

Witnesses:

THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION

Mitchell Scott  
Yeo Zelaya

By:

[Signature]  
John C. Good  
Typed or Printed Name

Title: MANAGER

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

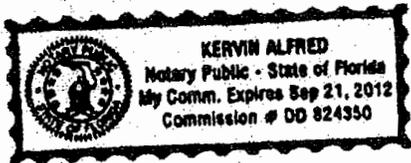
The foregoing instrument was acknowledged before me this 11th day of February, 2010 by John C. Good as Manager of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



AND

Witnesses:

**THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE**

*Marianne Meardi*  
*Paul Rouque*

By: *[Signature]*

Ric Green

Typed or Printed Name

Title: PRESIDENT / CEO

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

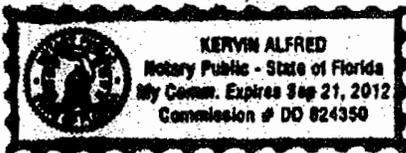
The foregoing instrument was acknowledged before me this 11th day of  
February, 2010 by Ric Green  
as President/ CEO of THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally  
known to me or who has produced personally known  
(type of identification) as identification.

NOTARY'S SEAL:

*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number: \_\_\_\_\_



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

ORDINANCE NO. 2006- 65

**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 and May 27, 2003; and

**WHEREAS**, the said Agreement between CITY and LICENSEE provides that the term of the License Agreement may be extended for an additional period by the mutual agreement of the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

**WHEREAS**, the parties desire to extend the term of the agreement for an additional term and make other amendments to the agreement to extend the duration of the License; 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.

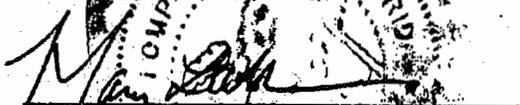
**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions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

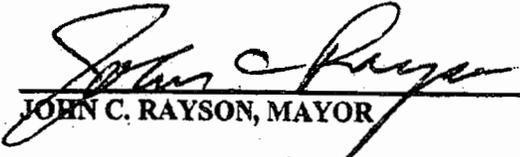
**SECTION 4.** This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of September, 2006.

PASSED SECOND READING this 26th day of September, 2006.

ATTEST

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

  
\_\_\_\_\_  
JOHN C. RAYSON, MAYOR

GBL/jrm  
7/19/06  
l:ord/2006-333

5000 11

**AMENDMENT AGREEMENT**

THIS AMENDMENT AGREEMENT, is entered into on this 26th day of  
September, 2006, 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, and May 27, 2003; and

**WHEREAS**, the said Agreement between CITY and LICENSEE provides that the term  
of the License Agreement may be extended for an additional period by the mutual agreement of  
the parties upon the completion of each annual Pompano Beach Seafood Festival and final  
acceptance and approval of a financial summary; and

**WHEREAS**, the parties desire to extend the term of the agreement for an additional term and make additional amendments to the agreement to extend the duration of the License; and

**NOW, THEREFORE**, the parties agree as follows:

1. 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, 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, 2010 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 25, 2010. The actual Seafood Festival shall commence at 4:00 p.m. on April 23, 2010 and shall end at 11:00 p.m. On April 24, 2010 and April 25, 2010 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 24, 2010 and end at 8:00 p.m. on April 25, 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

Elizabeth J. Jorda

By: John C. Rayson  
JOHN C. RAYSON, MAYOR

Shelley R. Brathorne

By: C. William Hargett, Jr.  
C. WILLIAM HARGETT, JR.  
CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS  
CITY CLERK

Approved by:

Gordon B. Linn  
GORDON B. LINN  
CITY ATTORNEY



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2006 by **JOHN C. RAYSON**, as Mayor 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



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

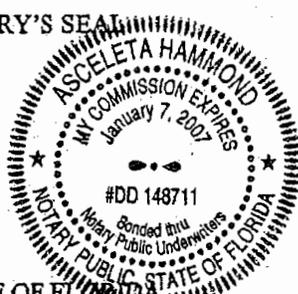
Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2006 by **T. C. BROADNAX**, as Assistant City Manager 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



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2006 by **MARY L. 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



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce

**"LICENSEE":**

Witnesses:

**THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION**

Claudia Kil  
Elizabeth Leada

By: [Signature]  
John C. Good  
Typed or Printed Name

Title: Festival Manager

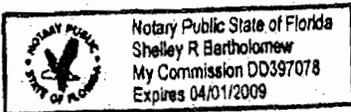
(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2006 by John C. Good as FESTIVAL MANAGER 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:

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA  
Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

AND

Witnesses:

Clare M. Kil  
Richard Sabada

**THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE**

By Anne H. Dupresne  
Anne H. Dupresne  
Typed or Printed Name

Title: President / CEO

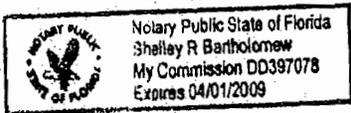
(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, 2006 by Anne H. Dupresne as President / CEO 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:



Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA

Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_

GBL/jrm  
7/19/06  
l:agr/mgr/2006-925

Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce

7/18/12 25

**ORDINANCE NO. 2003-52**

**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 and April 13, 1999; and

**WHEREAS,** the said Agreement between CITY and LICENSEE provides that the term of the License Agreement may be extended for an additional period by the mutual agreement of the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

**WHEREAS,** the parties desire to extend the term of the agreement for an additional term and make other amendments to the agreement to extend the duration of the License; 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.

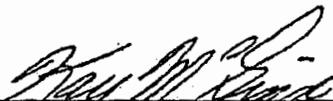
**SECTION 2:** That the proper City officials are hereby authorized to execute said Amendment Agreement.

**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 13th day of May, 2003.

PASSED SECOND READING this 27th day of May, 2003.

  
\_\_\_\_\_  
KAY MCGINN, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
4/3/03  
I:ord/2003-170

## **AMENDMENT AGREEMENT**

THIS AMENDMENT AGREEMENT, is entered into on this 27th day of  
May, 2003, 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 and April 13, 1999; and

WHEREAS, the said Agreement between CITY and LICENSEE provides that the term of the License Agreement may be extended for an additional period by the mutual agreement of

the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

**WHEREAS**, the parties desire to extend the term of the agreement for an additional term and make additional amendments to the agreement to extend the duration of the License; and

**NOW, THEREFORE**, the parties agree as follows:

1. 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, and amended by agreement dated April 13, 1999 and approved by City of Pompano Beach Ordinance No. 99-34, 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 24, 2003 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 2003. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2003 and shall end at 11:00 p.m. On April 26, 2003 and April 27, 2003 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2003 and end at 8:00 p.m. on April 27, 2003, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 22, 2004 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 25, 2004. The actual Seafood Festival shall commence at 4:00 p.m. on April 23, 2004 and shall end at 11:00 p.m. On April 24, 2004 and April 25, 2004 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 24, 2004 and end at 8:00

p.m. on April 25, 2004, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 21, 2005 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 24, 2005. The actual Seafood Festival shall commence at 4:00 p.m. on April 22, 2005 and shall end at 11:00 p.m. On April 23, 2005 and April 24, 2005, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 23, 2005 and end at 8:00 p.m. on April 24, 2005, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 27, 2006 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 30, 2006. The actual Seafood Festival shall commence at 4:00 p.m. on April 28, 2006 and shall end at 11:00 p.m. On April 29, 2006 and April 30, 2006 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 29, 2006 and end at 8:00 p.m. on April 30, 2006, with a reasonable time thereafter devoted to cleanup.

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.

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. That Paragraph No. 8 of the said agreement shall be amended as follows:

8. The CITY grants to the LICENSEE permission to charge an admission fee for entry into the Licensed Property. LICENSEE shall have the right to erect fencing, barricades or other appropriate methods of crowd control along or within the Licensed Property providing that such methods receive approval from the appropriate CITY departments including any construction permits that may be necessary. LICENSEE further agrees to remove any crowd control methods employed at the end of each licensed term and to restore all property that may have been altered or damaged by the use of the crowd control methods to its original condition.

3. That Paragraph No. 11 of the said agreement shall be amended as follows:

11. The LICENSEE shall be responsible for cleanup of debris and trash on the Licensed Premises during hours that the Seafood Festival is open to the public. Final cleanup of the Licensed Premises shall be performed at the conclusion of each day's activities which are open to the public.

4. That Paragraph No. 20 of the said agreement shall be amended as follows:

20. The LICENSEE, within one hundred twenty (120) days of the completion of each respective year's Seafood Festival, shall continue to provide the CITY with financial summary, detail and supplemental reports as submitted in July, 1992, including summary financial recap report, charity/club distribution report, detailed financial report of revenues and expenses, supplemental detail reports of revenues and expenses by type, comparative revenues and expenses statements and explanations of variances greater than 10% for current and prior period. A review of these financial reports shall be made by a certified public accountant at the LICENSEE's expense and paid from Seafood Festival gross proceeds. In addition, the CITY may, if desired and requested of the LICENSEE, conduct an internal audit of the financial reports herein referenced. The LICENSEE shall cooperate with the CITY in this regard and make a full disclosure of books and records related to said financial reports.

5. 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

Clare M. King

By: Kay McGinn  
KAY MCGINN, MAYOR

Shelley R. Bartholomew

By: C. William Hargett, Jr.  
C. WILLIAM HARGETT, JR.  
CITY MANAGER

Attest:

Mary L. Chambers

MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn

GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of May, 2003 by KAY MCGINN, as Mayor 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:



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of May, 2003 by C. WILLIAM HARGETT, JR. as City Manager 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:



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of May, 2003 by MARY L. 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:



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

*Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce*

**"LICENSEE":**

Witnesses:

**THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION**

*Cornelius Rawls*  
*Cornelius Rawls*

By: *John C. Good*  
JOHN C. GOOD  
Typed or Printed Name

Title: *Festival Manager*

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of  
May, 2003 by John C. Good  
as MANAGER 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:



*Asceletha Hammond*  
NOTARY PUBLIC, STATE OF FLORIDA  
Asceletha Hammond  
(Name of Acknowledger Typed, Printed or Stamped)  
\_\_\_\_\_  
Commission Number

**AND**

*Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation  
along with the Greater Pompano Beach Chamber of Commerce*

Witnesses:

THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

Cherry Hudson  
\_\_\_\_\_

By: Douglas M. Everett  
\_\_\_\_\_

Douglas M. Everett  
Typed or Printed Name

Title: President & CEO  
\_\_\_\_\_

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of  
May, 2003 by DOUGLAS M. EVERETT  
as PRESIDENT & CEO 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:



GBL/jmm  
4/3/03  
l:agr/mgs/2003-1286

Asceletha Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_

ORDINANCE NO. 99- 34

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; and

WHEREAS, the said Agreement between CITY and LICENSEE provides that the term of the License Agreement may be extended for an additional period by the mutual agreement of the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

WHEREAS, the parties desire to extend the term of the agreement for an additional term and make other amendments to the agreement to extend the duration of the License; 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.

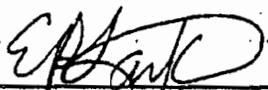
**SECTION 2:** That the proper City officials are hereby authorized to execute said Amendment Agreement.

**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 23rd day of March, 1999.

PASSED SECOND READING this 13th day of April, 1999.

  
\_\_\_\_\_  
E. PAT LARKINS, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

:amd  
1/8/99  
L:ord199-138a

**AMENDMENT AGREEMENT**

THIS AMENDMENT AGREEMENT, is entered into on this 13th day of  
April, 1999, 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; and

WHEREAS, the said Agreement between CITY and LICENSEE provides that the term  
of the License Agreement may be extended for an additional period by the mutual agreement of

the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

**WHEREAS, LICENSEE** and **CITY** entered into an Amendment Agreement with **LICENSEE** relating to the Pompano Beach Seafood Festival, said agreement dated December 10, 1996; and

**WHEREAS, the parties** desire to extend the term of the agreement for an additional term and make additional amendments to the agreement to extend the duration of the License; and

**NOW, THEREFORE,** the parties agree as follows:

1. 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; and subsequently amended by agreement dated December 10, 1996 and approved by City of Pompano Beach Ordinance No. 97-27, shall be amended by amending paragraph #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 22, 1999 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 25, 1999. The actual Seafood Festival shall commence at 4:00 p.m. on April 23, 1999 and shall end at 11:00 p.m. On April 24, 1999 and April 25,

1999 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 24, 1999 and end at 8:00 p.m. on April 25, 1999, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 27, 2000 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 30, 2000. The actual Seafood Festival shall commence at 4:00 p.m. on April 28, 2000 and shall end at 11:00 p.m. On April 29, 2000 and April 30, 2000 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 29, 2000 and end at 8:00 p.m. on April 30, 2000, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 26, 2001 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2001. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2001 and shall end at 11:00 p.m. On April 28, 2001 and April 29, 2001, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 28, 2001 and end at 8:00 p.m. on April 29, 2001, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 25, 2002 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 28, 2002. The actual Seafood Festival shall commence at 4:00 p.m. on April 26, 2002 and shall end at 11:00 p.m. On April 27, 2002 and April 28, 2002 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 27, 2002 and end at 8:00 p.m. on April 28, 2002, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 2003 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 2003. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2003 and shall end at 11:00 p.m. On April 26, 2003 and April 27, 2003, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2003 and end at 8:00 p.m. on April 27, 2003, 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. That paragraph 21 of the said agreement shall be amended as follows:

21. The LICENSEE agrees not to charge any vendor a Chamber membership charge as a necessary condition precedent to those entities' participation in the event.

3. That a new paragraph 26 shall be added to the Agreement as follows:

26. It is anticipated that at some future time during the course of this Agreement or an extension thereto, extensive public or private development may commence at or near the Licensed Property that, in the opinion of either of the parties, makes the licensed location temporarily undesirable for the Seafood Festival. Upon notice by one party to the other of its opinion that the Licensed Property location is undesirable due to such construction, the City shall offer Licensee the choice of two alternative locations of similar size. Upon Licensee giving written notice of its choice of location, the chosen location shall be for that year's term considered substituted for the property location set forth in paragraph 2 of the original Agreement by the parties of March 12, 1996 and the parties shall be bound to all other terms and conditions of said agreement and any amendment thereto.

4. 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:

Iselata Hammond

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]  
E. PAT LARKINS, MAYOR

By: [Signature]  
C. WILLIAM HARGETT, JR.  
CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved by:

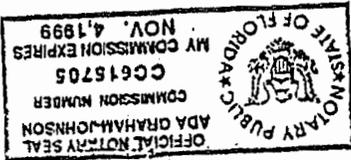
[Signature]  
GORDON B. LINN  
CITY ATTORNEY

"CITY OF POMPANO BEACH"

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of April, 1999, by E. PAT LARKINS, as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



*ADA Graham-Johnson*  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of April, 1999, by C. WILLIAM HARGETT, JR., as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



*ADA Graham-Johnson*  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of April, 1999, by MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



*ADA Graham-Johnson*  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"LICENSEE":**

Witnesses:

**THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION**

Ascelita Hammond

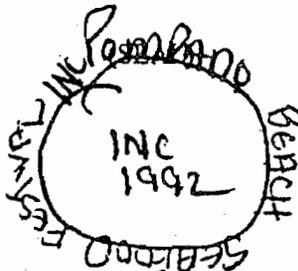
By: [Signature]

GARY CORRELL

Typed or Printed Name

Title: PRES. SEAFOOD FESTIVAL

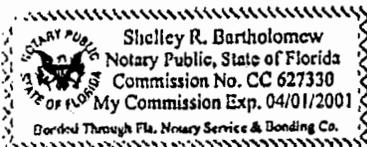
STATE OF FLORIDA  
COUNTY OF Broward



The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 1999 by GARY CORRELL as PRESIDENT 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 FLA. Driver's license (type of identification) as identification.

NOTARY'S SEAL:

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA



\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**AND**

Witnesses:

THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

Ascelita Hammond  
\_\_\_\_\_

By: Douglas M. Everett  
\_\_\_\_\_

Typed or Printed Name

Title: President  
\_\_\_\_\_

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 1999 by Douglas M. Everett as President/CEO 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 \_\_\_\_\_

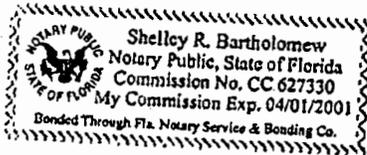
(type of identification) as identification.

NOTARY'S SEAL:

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



:amd  
2/8/99  
L:agt99-979a

**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, the said Agreement between CITY and LICENSEE provides that the term of the License Agreement may be extended for an additional one year period by the mutual agreement of the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

WHEREAS, the parties desire to extend the term of the agreement for an additional one year term and make an amendment to the agreement; 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.

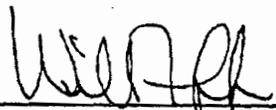
SECTION 2: That the proper City officials are hereby authorized to execute said Agreement.

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 26th day of November, 1996.

PASSED SECOND READING this 10th day of December, 1996.

  
\_\_\_\_\_  
WILLIAM F. GRIFFIN, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

:amd  
11/6/96  
L:ord97-017a

## ***AMENDMENT AGREEMENT***

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THIS AMENDMENT AGREEMENT, is entered into on this 10th day of  
December, 1996, 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

WHEREAS, the said Agreement between CITY and LICENSEE provides that the term  
of the License Agreement may be extended for an additional one year period by the mutual

agreement of the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

**WHEREAS**, the parties desire to extend the term of the agreement for an additional one year term and make an amendment to the agreement; and

**NOW, THEREFORE**, the parties agree as follows:

1. 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, shall be extended for an additional one (1) year period from the date of termination of the agreement by amending paragraph #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 25, 1997 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 1997. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 1977 and shall end at 10:00 p.m. On April 26, 1997 and April 27, 1997 it shall commence at 10:00 a.m. and shall end at 8:00 p.m. on both days, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 1998 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 26, 1998. The actual Seafood Festival shall commence at 4:00 p.m. on April 24, 1998 and shall

end at 10:00 p.m. On April 25, 1998 and April 26, 1998 it shall commence at 10:00 a.m. and shall end at 8:00 p.m. on both days, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 23 1999 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 25, 1999. The actual Seafood Festival shall commence at 4:00 p.m. on April 23, 1999 and shall end at 10:00 p.m. On April 24, 1999 and April 25, 1999, it shall commence at 10:00 a.m. and shall end at 8:00 p.m. on both days, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 28, 2000 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 30, 2000. The actual Seafood Festival shall commence at 4:00 p.m. on April 28, 2000 and shall end at 10:00 p.m. On April 29, 2000 and April 30, 2000 it shall commence at 10:00 a.m. and shall end at 8:00 p.m. on both days, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 27, 2001 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2001. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2001 and shall end at 10:00 p.m. On April 28, 2001 and April 29, 2001, it shall commence at 10:00 a.m. and shall end at 8:00 p.m. on both days, 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. That paragraph 21 of the said agreement shall be amended as follows:

21. The LICENSEE agrees not to charge any vendor a Chamber membership charge as a necessary condition precedent to those entities' participation in the event.

3. 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:

Shirley P. Bartholomew

Richard E. Quinn

CITY OF POMPANO BEACH

By: William F. Griffin  
WILLIAM F. GRIFFIN, MAYOR

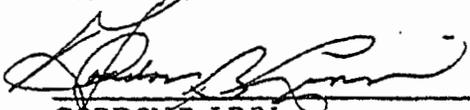
By: C. William Hargett, Jr.  
C. WILLIAM HARGETT, JR.  
CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved by:



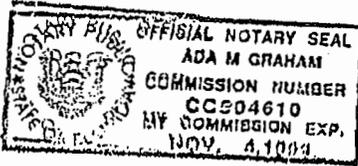
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of December, 1996 by WILLIAM F. GRIFFIN, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



(Name of Acknowledger Typed, Printed or Stamped)

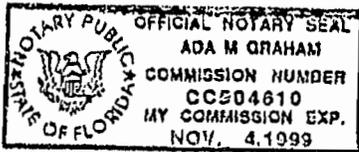
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of December, 1996 by C. WILLIAM HARGETT, JR. as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



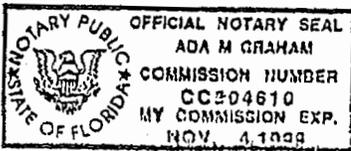
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of  
December, 1996 by MARY L. 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:



Ada M. Graham  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"LICENSEE":**

Witnesses:

Mary Graham  
Isabel Haddad

THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION

By: [Signature]

GARY CORRELL

Typed or Printed Name

Title: PRES.

(SEAL)



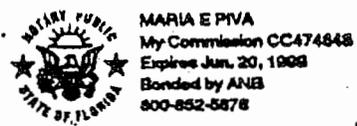
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 1996 by Gary Carroll as President 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.

Maria E Piva  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

Witnesses:

Nancy Graham  
Paul Attardo

THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

By: Douglas M. Everett  
... Typed or Printed Name

Title: Pres/CEO

(SEAL)

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 1996 by Douglas M. Everett as President/CEO 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.

Maria E Piva  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



MARIA E PIVA  
My Commission CC474848  
Expires Jun. 20, 1999  
Bonded by ANB  
800-882-5676

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

GBL:amd  
11/6/96  
L:agr97-067a

**CITY OF POMPANO BEACH  
Broward County, Florida**

**AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; 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 an 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 Agreement among the City of Pompano Beach and The Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce.

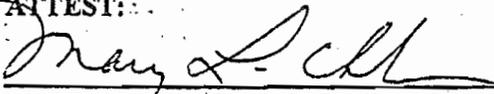
**SECTION 3:** This Ordinance shall become effective upon passage.

PASSED FIRST READING this 5th day of March, 1996.

PASSED SECOND READING this 12th day of March, 1996.

  
\_\_\_\_\_  
EMMA LOU OLSON, MAYOR

ATTEST:..

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL:amd  
2/14/96  
L:ord96-186

AMENDED AGREEMENT

This agreement was made and entered into this 12th day of March, 1996<sup>03</sup>, by and among:

THE CITY OF POMPANO BEACH, BROWARD COUNTY,  
FLORIDA, a municipal corporation, hereinafter referred to as  
"CITY"

AND

THE POMPANO BEACH SEAFOOD FESTIVAL  
CORPORATION, a Florida Corporation having an office and  
principal place of business at 2200 East Atlantic Boulevard,  
Pompano Beach, FL 33062,

ALONG WITH

THE GREATER POMPANO BEACH CHAMBER OF  
COMMERCE,

together hereinafter referred to as "LICENSEE".

WITNESSETH:

WHEREAS, LICENSEE is desirous of conducting and supervising the operation of the annual Pompano Beach Seafood Festival upon certain property of the CITY hereinafter described;

and

WHEREAS, the CITY and the Greater Pompano Beach Chamber of Commerce are Co-Sponsors of the event; and

WHEREAS, one of the purposes of the event is to contribute funds to charities and local civic organizations; and

WHEREAS, the CITY wishes to provide a license to the LICENSEE for the annual Pompano Beach Seafood Festival;

WHEREAS, the parties to this modification agreement entered into a previous agreement on February 16, 1993 and by this Agreement desire to amend the former Agreement by the terms of this Agreement.

2/23/96

NOW, THEREFORE, it is mutually agreed as follows:

1. This agreement supersedes and replaces the previous Agreement made by the parties to this agreement on February 16, 1993. That previous Agreement is cancelled by the mutual consent of the parties.

2. CITY hereby grants to the LICENSEE and the LICENSEE hereby accepts from the CITY a license to conduct and supervise the operation of the annual Pompano Beach Seafood Festival for the term of the license upon the following described property:

Commencing at a point located at the South right-of-way line of Atlantic Boulevard and the western right-of-way line of Pompano Beach Boulevard, proceed approximately 360 feet along the extended south right-of-way line of Atlantic Boulevard to the most eastern point of the Pompano Beach municipal beach, proceed along said eastern boundary of the municipal beach, 1000 feet, then proceed west along a line parallel to and 1,000 feet from the extended south right-of-way line of Atlantic Boulevard to the centerline of the right-of-way for Pompano Beach Boulevard, and then proceed South along said centerline to the northern boundary of the Oceanside Shopping Center parking lot, then proceed west along the extended northern boundary of the Oceanside Shopping Center parking lot to the western right-of-way line of Pompano Beach Boulevard to the northern right-of-way line for Atlantic Boulevard, then along the northern right-of-way line of Atlantic Boulevard to the eastern right-of-way line of A1A, then southerly along the eastern right-of-way line of A1A to the south right-of-way line for Atlantic Boulevard then easterly to the south right-of-way line of Atlantic Boulevard to the point of commencement.

It is understood that this license is not exclusive for the rights-of-way included within said description as to the employees and patrons of any businesses located adjacent to Pompano Beach Boulevard between Atlantic Boulevard and the northern boundary of the Oceanside Shopping Center parking lot. Therefore, no admission fee, if any, shall be required for admission of these persons into the Licensed Property.

3. For the respective years of this agreement, this license shall become affective at 4:00am on April 26, 1996 (except as hereinafter provided) and shall terminate at 10:00pm on April 28th, 1996. The actual Seafood Festival shall commence at 4:00pm on April 26, 1996 and shall end at 10:00pm. On April 27, 1996 and April 28, 1996 it shall commence at 10:00 am and shall end at 8:00 pm on both days, with a reasonable time thereafter devoted to cleanup.

This license shall become affective at 4:00am on April 25, 1997 (except as hereinafter provided) and shall terminate at 10:00pm on April 27th, 1997. The actual Seafood Festival shall commence at 4:00pm on April 25, 1997 and shall end at 10:00pm. On April 26, 1997 and April 27, 1997 it shall commence at 10:00 am and shall end at 8:00 pm on both days, with a reasonable time thereafter devoted to cleanup.

This license shall become affective at 4:00am on April 24, 1998 (except as hereinafter provided) and shall terminate at 10:00pm on April 26th, 1998. The actual Seafood Festival shall commence at 4:00pm on April 24, 1998 and shall end at 10:00pm. On April 25, 1998 and April 26, 1998 it shall commence at 10:00 am and shall end at 8:00 pm on both days, with a reasonable time thereafter devoted to cleanup.

This license shall become affective at 4:00am on April 23, 1999 (except as hereinafter provided) and shall terminate at 10:00pm on April 25th, 1999. The actual Seafood Festival shall commence at 4:00pm on April 23, 1999 and shall end at 10:00pm. On April 24, 1999 and April 25, 1999 it shall commence at 10:00 am and shall end at 8:00 pm on both days, with a reasonable time thereafter devoted to cleanup.

This license shall become affective at 4:00am on April 28, 2000 (except as hereinafter provided) and shall terminate at 10:00pm on April 30th, 2000. The actual Seafood Festival shall commence at 4:00pm on April 28, 2000 and shall end at 10:00pm. On April 29, 2000 and April 30, 2000 it shall commence at 10:00 am and shall end at 8:00 pm on both days, 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 development 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.

4. The LICENSEE agrees to pay to CITY as compensation for this license the annual sum of One and No/100 (\$1.00) dollar.

5. The LICENSEE does hereby release and agree to indemnify, defend and save harmless the CITY from and against all claims, actions, causes of action, demands, judgements, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation and use of the licenses premises, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises.

6. The LICENSEE shall deliver to the CITY no later than thirty (30) days prior to the Festival, a comprehensive insurance policy or policies including public liability and property damage, acceptable to and approved by the Risk Manager of the CITY, protecting the CITY and the LICENSEE against any loss, liability or expense whatsoever to property of whatsoever ownership, in any manner arising out of or connected with, directly or indirectly, the operation and use of the licensed premises, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises. Such policy or policies shall be written by a responsible insurance company satisfactory to the CITY and licensed to do business in the State of Florida and shall include:

- a. General Liability Insurance in the amount of one Million and No/100 (\$1,000,000) Dollars Combined Single Limit; and
- b. Liquor Liability in the amount of One Million and No/100 \$1,000,000) Dollars.

7. The LICENSEE shall use the subject property only for the purpose of establishing and supervising the operation of the annual Pompano Beach Seafood Festival. The LICENSEE shall not permit the subject property or any part thereof to be used or occupied for any other purpose.

8. The CITY grants to the LICENSEE permission to charge an admission fee for entry into the Licensed Property. It is agreed that the charge shall not exceed \$4.00. Licensee shall have the right to erect fencing, barricades or other appropriate methods of crowd control along or within the Licensed Property providing that such methods receive approval from the appropriate CITY departments including any construction permits that may be necessary. LICENSEE further agrees to remove any crowd control methods employed at the end of each licensed term and to restore all property that may have been altered or damaged by the use of the crowd control methods to its original condition.

9. This License authorizes only activities of the type and nature which occurred under the previous License Agreement provided by Ordinance 91-31. Any additional activities of any kind or nature and, specifically but not limited to, carnival rides (excluding a children's train) must receive City Commission approval.

10. LICENSEE agrees not to use or suffer nor permit any person to use in any manner whatsoever the Licensed Premises or any part thereof, or for any purpose in violation of any federal, state or municipal law, ordinance, rule, order, or regulation of the CITY in effect or hereafter enacted or adopted, and will protect and indemnify and forever save and keep harmless the CITY from and against any damage, penalty, fine, judgement, expense or charge suffered, imposed, assessed, or incurred for any violation or breach of any law, ordinance, rule, order or violation occasioned by any act, neglect or omission of LICENSEE, or any employee, person or occupant during any term of this License; and in the event of any violation or in the case the City manager or his representative shall deem any conduct on the part of LICENSEE or any person or occupant during the term of this license, or the operation thereof, objectionable or improper, the City Manager or his representative shall have the power to advise LICENSEE of the violation. If LICENSEE shall fail, neglect or refuse as soon as reasonably possible to conform to any direction or instruction that may be given by the City Manager or his representative or to any applicable law, ordinance or regulation of the CITY, county, state or federal government it shall then be lawful for the CITY at its option to declare this Licenses terminated and forfeited and CITY may, in addition to other remedies available to CITY, thereupon reenter and possess itself of all rights and privileges heretofore provided to LICENSEE.

11. The LICENSEE shall be responsible for cleanup of debris and trash on the licensed premises during hours that the Seafood Festival is open to the public; however, CITY personnel, in an amount determined solely by the CITY, shall be made available to assist in this activity along with necessary trucks, equipment and dumpsters. Final cleanup of the licensed premises shall be performed at the conclusion of each day's activities which are open to the public by CITY personnel utilizing CITY equipment.

12. To insure that traffic flow is not unduly impeded, the LICENSEE agrees to provide off-duty police officers for traffic and crowd control.

13. The LICENSEE and the CITY shall each pay fifty (50%) percent of the actual cash expenses incurred by the CITY relating to the holding of the Festival which shall include, but not limited, to, police/reserve officer security (whether contracted directly with or through the CITY or contracted through the FOP), Public Works and Recreation Department cleanup, and Fire Dpartment; provided, however, that the CITY's fifty (50%) percent share of the CITY's referenced expenses shall not exceed \$15,000 for each year of the term of this agreement and any actual cash expenses shall mean CITY employee payroll, FICA costs and the cost to the CITY of supplies utilized for the Festival. Actual cash expenses, as the term is utilized in this paragraph, shall also include payment for off-duty police officers. The CITY shall deliver to the LICENSEE an itemized accounting of such expenses within thirty (30) days of the conclusion of the event and within thirty (30) days of receipt of said itemized accounting, the LICENSEE shall pay to the CITY its share of the referenced expenses.

14. The LICENSEE shall be responsible for supplying portable restrooms in a quantity sufficient to serve the number of people estimated to attend the event.

15. The LICENSEE hereby agrees to conduct briefing meetings prior to each festival and debriefing meetings after each festival to discuss any problems and concerns, as well as changes that citizens in the vicinity of the festival may have.

16. The LICENSEE agrees that all areas where food is cooked will be kept a distance of at least 50 feet from any residence.

17. The LICENSEE is authorized to sell food and alcoholic beverages upon the premises, provided that the LICENSEE obtains a permit from the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation allowing the sale of alcoholic beverages on the premises; and provided further that no alcoholic beverages shall be sold, delivered or otherwise dispensed until 1:00 p.m. on Sundays throughout the term of this agreement.

18. It is expressly understood and agreed that this is a license to occupy the above-described premises under the conditions and for the purposes expressed herein and shall not be construed to be a license to engage in any business or occupation upon the premises. Any occupational license or permit required by the CITY and any other governmental agency shall be in addition to the license hereby granted to occupy said premises and shall be the sole responsibility of the LICENSEE to obtain.

19. It is further expressly understood and agreed that no real or personal property is leased to the LICENSEE that this is a license and not a lease; that the LICENSEE'S right to occupy the above-described premises and to operate the license hereby granted shall continue only so long as the LICENSEE shall comply with each and every undertaking, provision, agreement, covenant, stipulation and/or condition contained herein.

20. The LICENSEE, within ninety (90) days of the completion of each respective year's Seafood Festival, shall continue to provide the CITY with financial summary, detail and supplemental reports as submitted in July 1992 including summary financial recap report, charity/club distribution report, detailed financial report of revenues and expenses, supplemental detail reports of revenues and expenses by type, comparative revenues and expenses statements and explanations of variances greater than 10% for current and prior period. A review of these financial reports shall be made by a certified public accountant at the LICENSEE'S expense and paid from Seafood Festival gross proceeds. In addition, the CITY may, if desired and requested of the LICENSEE, conduct an internal audit of the financial reports herein referenced. The LICENSEE shall cooperate with the CITY in this regard and make a full disclosure of books and records related to said financial reports.

21. The LICENSEE agrees not to charge "not-for-profit" entities a Chamber membership charge as a necessary condition precedent to those entities' participation in the event.

22. The LICENSEE agrees to disburse seventy-five (75%) percent of the net proceeds to charities, local non-profit, non-political, civic and service organizations, not-for-profit, organizations (excluding the Greater Pompano Beach Chamber of Commerce), and student scholarships and twenty-five (25%) percent of net proceeds to the Greater Pompano Beach Chamber of Commerce. Net proceeds are herein defined as gross revenues less expenditures of the event provided, however, that expenditures of the event shall not include salaries, commissions, or payment of any kind to Chamber personnel. Gross revenues shall include all income from the event. In the event a first time participant in the Pompano Beach Seafood Festival is required to join the Greater Pompano Beach Chamber of Commerce and their membership fee is exclusively premised upon their participation in the Pompano Beach Seafood Festival at the time of their application for participation, then the Greater Pompano Beach Chamber of Commerce shall cause to be paid over to the LICENSEE those fees which shall then be included in the gross revenues of the Pompano Beach Seafood Festival.

23. The LICENSEE may install a temporary boardwalk on the property licensed herein, provided all necessary licenses, permits and approvals are received from the appropriate governmental agencies and subject to approval of the design and placement of the temporary boardwalk by the CITY. Additionally, the LICENSEE may sell and place advertisements on the floor of the temporary boardwalk excluding, however, advertisements for alcoholic beverages and/or tobacco products.

24. The LICENSEE further agrees that prior to entering into an agreement or contract with a manager, promoter or any person or entity performing promotion or management service for the Seafood Festival which will affect in any manner whatsoever the net proceeds available for disbursement as set forth above, the agreement or contract shall be submitted to the City Commission for approval.

25. The term of this agreement shall be for a period of five years and shall license the use of the property described herein for the dates and times specified in paragraph 3 above provided, however, that all terms, conditions and obligations of LICENSEE shall survive the termination of this agreement. The parties agree that upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of the financial summary provided to the CITY pursuant to paragraph 18 herein, the term of this license agreement may be extended for an additional one year period upon the mutual agreement of the parties.

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

"CITY":

Witnesses:

Lydia Morales

CITY OF POMPANO BEACH

By: Emma Lou Olson  
Emma Lou Olson, Mayor

Maria "Fenchie" Aguirre

By: C. William Hargett, Jr.  
C. William Hargett, Jr., City Manager

Attest:

Mary L. Chambers

(SEAL)

Mary L. Chambers  
City Clerk

Approved by:

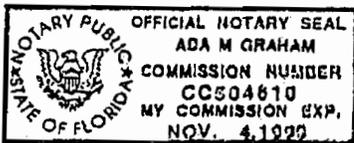
Gordon B. Linn

Gordon B. Linn, Esq.  
City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 1996 by EMMA LOU OLSON as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:



Ada M. Graham  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

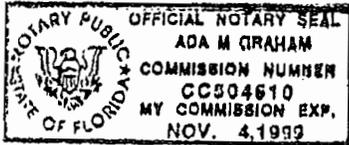
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 1996 by C. WILLIAM HARGETT, JR., as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:



Ada M. Graham  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

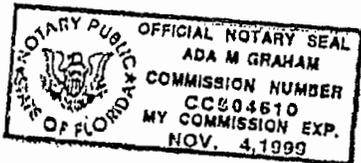
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 1996 by MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:



Ada M. Graham  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"LICENSEE":**

Witnesses:

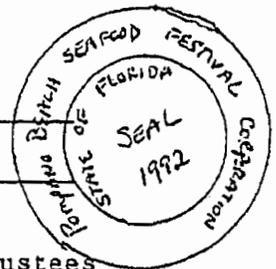
Laura Alhaddad  
Mary Graham

**THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION**

By: Al Siefert

Al Siefert  
Typed or Printed Name

Title: President, Board of Trustees



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 1996 by Al Siefert as President 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 Personally Known (type of identification) as identification.

NOTARY'S SEAL:



MARIA E PIVA  
My Commission CC474848  
Expires Jun. 20, 1998  
Bonded by ANB  
800-862-8678

Maria E. Piva  
NOTARY PUBLIC, STATE OF FLORIDA  
MARIA E. PIVA  
(Name of Acknowledger Typed, Printed or Stamped)  
CC 474848  
Commission Number

Witnesses:

Paula Attadad  
Phyllis Adams

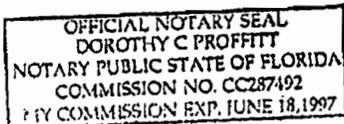
THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

By: F. H. Furman, Jr.  
FRANK H. FURMAN, JR.  
Typed or Printed Name  
CHAIRMAN  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 1996 by Frank H. Furman, Jr. as Chairman 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 personally known (type of identification) as identification.

NOTARY'S SEAL:



Dorothy C. Proffitt  
NOTARY PUBLIC, STATE OF FLORIDA  
Dorothy C. Proffitt  
(Name of Acknowledger Typed, Printed or Stamped)  
CC287492  
Commission Number