

## **SECOND AMENDMENT**

**THIS IS A SECOND AMENDMENT TO THE AGREEMENT** dated the \_\_\_\_\_ day  
of \_\_\_\_\_ 2017, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the  
State of Florida, whose address is 100 West Atlantic Boulevard,  
Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**POMPANO BEACH EAGLES, INC.**, a Florida not for profit  
corporation, having its office and place of business at 1830 NW 2<sup>nd</sup>  
Avenue, Pompano Beach, FL 33060, hereinafter referred to as  
"LICENSEE."

**WHEREAS**, the parties entered into an Agreement to operate the concession stand at  
Kester Park during the football season on September 25, 2015, ("Original Agreement"), a copy  
of which is attached hereto and made a part hereof as Exhibit "A," and approved by City  
Resolution No. 2015-425; and

**WHEREAS**, the parties entered into a First Amendment to the Original Agreement on  
September 19, 2016, approved by City Resolution No. 2016-294; and

**WHEREAS**, the parties now desire to extend the Original Agreement for one (1) additional  
one-year period ending on September 24, 2018, and change the venue of the concession stand.

### **WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments  
herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated  
by this reference.
2. The original Agreement shall remain in full force and effect except as specifically  
amended hereinbelow.



3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending September 24, 2018.

4. The operation of the concession stand at Kester Park, which is the subject of the Original License Agreement, shall be moved to North Pompano Park during the football season.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**



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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

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

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** 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 is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

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



**"CONTRACTOR":**

Witnesses:

*Jonathan Nasser*  
Print Name

*Shangwanette Walker*  
Print Name

Pompano Beach Eagles, Inc. a Florida not for profit corporation.

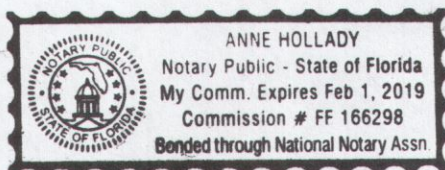
By: *Anthoin Smith*  
Anthoin Smith, President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30 day of August, 2017 by Anthoin Smith as President of Pompano Beach Eagles, Inc. a Florida not for profit corporation, on behalf of the corporation. He 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