

RESOLUTION NO. 14-092

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY AND THE KEY WEST CULTURAL PRESERVATION SOCIETY, INC. FOR THE USE OF MALLORY SQUARE FOR SUNSET CELEBRATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission finds that continued use of the property by The Key West Cultural Preservation Society, Inc., pursuant to the terms and conditions of the attached First Amendment to Agreement, and the original Agreement provides a valuable public benefit and is otherwise consistent with City Code of Ordinances section 2-941(c);

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached First Amendment to Agreement is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held  
this 18th day of March, 2014.

Authenticated by the Presiding Officer and Clerk of the  
Commission on 20th day of March, 2014.

Filed with the Clerk on March 20, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

# EXECUTIVE SUMMARY



**TO:** City Commission

**FR:** Marilyn Wilbarger, RPA, CCIM

**DT:** March 14, 2014

**RE:** The Key West Cultural Preservation Society Agreement Extension

## **ACTION STATEMENT:**

This is a request to enter into a month to month extension of the agreement with The Key West Cultural Preservation Society, Inc. a Florida Not for Profit Corporation for the purposes of providing a public "Sunset Celebration" at Mallory Square.

## **BACKGROUND:**

The City previously entered into an agreement in 2004 for this use at this location in support of the city's arts and culture. The agreement will expire on March 22, 2014. City Managers are currently meeting with the representatives of CPS to discuss the agreement going forward in an effort to ensure that the Sunset Celebration continues to provide a safe, well organized and quality experience for those participating and those attending. Either party may cancel the month to month agreement with thirty days written notice.

## **CONCLUSION:**

The extension of the current agreement will ensure that the nightly Sunset Celebration is allowed to continue under the same terms and conditions of the current agreement on a month to month basis until such time as a new agreement can be finalized.

## FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is entered into this 18<sup>th</sup> day of March, 2014, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and The Key West Cultural Preservation Society, Inc., a corporation not for profit organized and existing under the laws of the State of Florida (hereinafter "CPS").

### WITNESSETH

WHEREAS, CITY and CPS entered into an Agreement on the 22nd day of March, 2004, (the "Contract"), pertaining to the daily period of use of Mallory Square to provide a public "Sunset Celebration" in City of Key West, Florida; and

WHEREAS, the Agreement expires on March 22, 2014; and

WHEREAS, CITY and CPS require additional time beyond the expiration of the Agreement within which to negotiate a new agreement or terminate the Agreement; and

WHEREAS, CITY and CPS desire to amend the Agreement to provide for the continuation of the public "Sunset Celebration" provided by CPS for a limited period of time beyond the said current expiration date of the Agreement;

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and CPS agree to modify the Agreement as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

**Section 1.** Paragraph 5 pertaining to term on page 2 of the Agreement is hereby amended by the addition of the following provision:

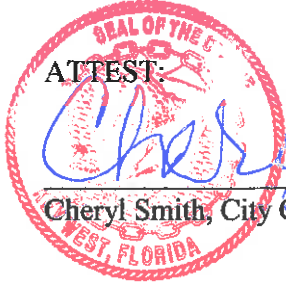
The term of the Agreement shall be extended on a month-to-month basis under the same terms and conditions contained in the Agreement and existing on the 21<sup>st</sup> day of March, 2014. Either party may terminate the Agreement effective 30 days from the delivery of written notice of same to the other party.

Except as modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By: *Bogdan Vitas*  
Bogdan Vitas, City Manager



ATTEST:

*Cheryl Smith*  
Cheryl Smith, City Clerk

The Key West Cultural Preservation  
Society, Inc.

*Jim Scott*  
Witness

By: *Michael C. Satchell* president  
\_\_\_\_\_, its \_\_\_\_\_

*LeAnne Melazzo McCarthy*  
Witness