

RESOLUTION 21-196

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CITY'S PARK USE AGREEMENT WITH R&M ENTERTAINMENT, LLC RELATED TO PARK USE DATES FOR THE SAND JAM FOR THE YEARS 2022 THROUGH 2026.

BE IT RESOLVED by the City of Panama City Beach, Florida that the appropriate officers of the City are authorized to accept and deliver that certain First Amendment to the City's Agreement with R&M Entertainment, LLC, relating to Park Use for the Sand Jam for the years 2022 through 2026, on substantially the terms and conditions set forth in the agreement attached hereto as Exhibit A, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 22nd day of July, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**FIRST AMENDMENT
TO
PARK USE AGREEMENT**

This First Amendment to the Park Use Agreement dated June 22, 2021 (the "First Amendment"), is made and entered into by and between the City of Panama City Beach, Florida, a municipal corporation (the "City") and R&M Entertainment, LLC ("Licensee").

WHEREAS, on November 12, 2020, the City approved Resolution 21-36, approving a multiple year Park Use Agreement with Licensee for the use of Frank Brown Park Festival Site for the Sand Jam event (the "Agreement"); and

WHEREAS, Licensee has requested to amend the dates for which the Site will be reserved.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments set forth, the parties agree to amend the Agreement as follows:

1. The City and Licensee wish to amend Section 2 of the Agreement to read as follows (new text **bold and underlined**; deleted text ~~struckthrough~~):
 2. **TERM.** The Licensee shall be entitled to use the Site and Parking Lots to host the Event **September 30th through October 2, 2022; September 29th through October 1, 2023; October 4th - 6th, 2024; October 3rd - 5th, 2025; and October 2nd - 4th, 2026** ~~May 20-22, 2022; May 19-21, 2023; May 17-19, 2024; May 16-18, 2025; and May 15-17, 2026~~ (the "Term") 7:00 a.m. each day through 12:00 a.m. the following day.
 1. "Set-up". Licensee shall have non-exclusive use of Site lot **105** days prior to the commencement of the Event.
 2. "Event Proper". Licensee shall have exclusive use of the Site and non-exclusive use of the Parking Lots during the Event.
 3. "Take down". Licensee shall have non-exclusive use of Site for **32** days following the conclusion of the Event.
3. Except as expressly modified by this First Amendment, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Licensee has executed this First Amendment as of the day and year first above written.

Signed in the presence of:

Licensee:

Witness #1 Print Name:

R&M Entertainment, LLC

Witness #2 Print Name

By: _____

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,

by

() who is personally known to me.

() who produced _____ as identification

Signature of Notary Public

IN WITNESS WHEREOF, the City has executed this Agreement as of the day and year first above written.

City of Panama City Beach, Florida,
a municipal corporation



Drew Whitman, City Manager

Attest:



Lynne Fasone, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 20th day of July, 2021, by Drew Whitman and Lynne Fasone as City Manager and City Clerk, respectively, of the City of Panama City Beach, Florida, on behalf of the City, and who are personally known to me.



Signature of Notary Public

CARRIE L. JAGERS
Notary Public State of Florida
My Commission Expires Oct. 5, 2023
Commission No. GG 911212