

FIRST AMENDMENT

THIS IS A FIRST 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

LS EVENTS LLC, hereinafter referred to as “LICENSEE”.

WHEREAS, the parties entered into an agreement for conducting the annual Brazilian Festival (the “Festival”) on June 11, 2015, (“Original Agreement”), and approved by City Ordinance No. 2015-61; and

WHEREAS, the LICENSEE has requested and CITY has agreed to modify the Original Agreement to amend Article 3, Term and Termination, and amend Article 4, Accounting and Recordkeeping Procedures, and to amend Article 5, Responsibilities of Licensee, and to amend Article 15, Notices and Demands; and

WHEREAS, the CITY and the LICENSEE have agree to amend the Original Agreement by deleting Exhibit 8 to the original agreement; and

WHEREAS, the CITY and the LICENSEE have agreed to amend the Original Agreement to substitute Exhibits 1, 2, 5, 7 and 9 to the Original Agreement.

WITNESSETH:

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

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The original Agreement effective June 11, 2015, a copy of which is attached hereto and made a part hereof as Exhibit "A", shall remain in full force and effect except as specifically amended hereinbelow.
3. Article 3 Term and Renewal is hereby amended as follows:

**ARTICLE 3
TERM AND RENEWAL**

The term of this Agreement shall extend over a five (5) year period but the license shall only be effective for the specific dates provided for in this Article. The parties reserve the right to extend this Agreement with one five-year renewal option provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to termination of the original five (5) year term.

Set up for the Brazilian festival(s) shall commence at 8am on the date listed below and clean-up shall be complete by 8pm on the date listed below.

<u>Set Up</u>	<u>Festival Date</u>	<u>Clean Up</u>
October 13, 2015	October 17, 2015	October 19, 2015
October 18, 2016	October 22, 2016	October 24, 2016
October 17, 2017	October 21-22, 2017	October 23, 2017
October 16, 2018	October 20-21, 2018	October 22, 2018
October 15, 2019	October 19-20, 2019	October 21, 2019

<u>Set Up</u>	<u>Festival Rain Dates</u>	<u>Clean Up</u>
October 13, 2015	October 18, 2015	October 20, 2015
October 18, 2016	October 23, 2016	October 25, 2016
October 17, 2017	October 22, 2017	October 23, 2017
October 16, 2018	October 21, 2018	October 22, 2018
October 15, 2019	October 20, 2019	October 21, 2019

~~LICENSEE shall make the decision whether or not to utilize the rain date a minimum of three (3) days prior to said rain date and provide written~~

~~notification to the City in accordance with the provision of Article 16 herein.~~

If circumstances beyond the control of either party, such as those set forth in Article 21 herein, prevent or delay either party from timely performance of their obligations hereunder, both parties agree to cooperatively work together towards scheduling a reasonable alternative date.

4. Article 4, Accounting and Recordkeeping Procedures, is hereby deleted in its entirety and a new Article 4, Accounting and Recordkeeping Procedures, shall read as follows:

**ARTICLE 4
ACCOUNTING AND RECORDKEEPING PROCEDURES**

A. LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit 4 attached hereto and made a part hereof.

B. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public

records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

C. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

5. Article 5, Responsibilities of Licensee, is hereby amended as follows:

G. Concession Rights. During festival activities and to the extent permitted by law and City Code, LICENSEE shall have exclusive concession rights on the Property and agrees to comply with the CITY's Exhibit 10, Policy for the Distribution and Consumption of Alcohol, attached hereto and by reference incorporated herein and made a part hereof.

V. LICENSEE shall promptly respond to concerns raised by Event patrons and the CITY's agents hereunder and timely take appropriate action as warranted by the circumstances.

W. LICENSEE is responsible for any fees, taxes or levies not listed in Exhibit 7, imposed as a result of this Agreement.

X. LICENSEE shall immediately inform the CITY'S Recreation Program Administrator of any repairs or maintenance necessary to keep the PROPERTY in good and safe condition.

Y. Protection of Properties. A representative of the CITY and LICENSEE shall inspect and document the condition of the Properties prior to set up each year. LICENSEE shall take no action which would cause damage to the Properties and, in this regard, shall place all booths, stages, vendors, port-o-lets, etc. in locations which will not cause damage to the landscaping, foliage or other part(s) of the Properties. No heavy equipment or motor vehicles shall be brought onto the Properties.

6. Article 15 Notices and Demands is hereby amended as follows:

ARTICLE 15 NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
greg.harrison@copbfl.com
954-786-4191 office
954-786-4504 fax

With a copy to:

Recreation Program Administrator
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
954-786-4034 office
954-786-4113 fax

Luciano Sameli
~~1221 Brickell Avenue~~ 3211 Port Royale Drive
~~Suite 908~~ Suite 11A
~~Miami, Florida 33131~~ Fort Lauderdale, Florida 33308

7. That Exhibit 8, CITY's estimated rain date expenses for Brazilian Festival, is hereby deleted.

8. The attached Exhibits 1, 2, 5, 7 and 9 are hereby substituted for, and in all references replaces, Exhibits 1, 2, 5, 7 and 9, which were attached to, referenced and made a part of the Original Agreement.

9. This Agreement shall bind the parties and their respective executors, administrators, successors and assignors and shall be fully effective as though the amendment had been originally included in the Original Agreement.

THIS SPACE 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

"LICENSEE":

Witnesses:

[Signature]
Kaithyn Ken

Print Name

[Signature]
Shanquanette Walker

Print Name

LS EVENTS LLC

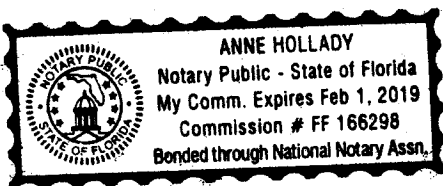
By:

[Signature]
Luciano Sameli, Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of June, 2017 by Luciano Sameli as Manager of LS Events LLC, a Florida limited liability company, on behalf of the company. 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