

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

OFFERDAHL’S HAND-OFF FOUNDATION, INC., hereinafter referred to as “LICENSEE”.

WHEREAS, the parties entered into an agreement for conducting the annual Gridiron Grill-Off Food and Wine Festival (the “Festival”) on May 16, 2016, (“Original Agreement”), and approved by City Ordinance No. 2016-60; and

WHEREAS, the Festival is a charitable event that features a Grill-Off competition with Miami Dolphins legends and celebrity chefs from South Florida’s finest restaurants, food and beverage concessions, a corn hole Festival, live music and concerts, a VIP area and other related activities; and

WHEREAS, the LICENSEE has requested the ability to negotiate event dates per revised Article 3 Term and Renewal below, financial support for 2017, 2018 and 2020 events as per Exhibit 4, to put on a music concert as part of the 2017, 2018 and 2020 event; and the City has agreed to allow the use of the Properties for such activities; 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 amend Article 5 Responsibilities of Licensee; and

WHEREAS, the CITY and the LICENSEE have agreed to amend the Original Agreement to substitute Exhibits 1, 3, 4 and 6 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 May 16, 2016, 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 deleted in its entirety and a new Article 3 Term and Renewal is hereby substituted as follows:

**ARTICLE 3
TERM AND RENEWAL**

The term of this Agreement shall extend over a five (5) year period, beginning on May 16, 2016 and ending on May 15, 2021. Each annual Festival shall take place on a mutually agreed upon date with specific annual dates to be agreed upon between the parties a minimum of ten (10) months prior to each Festival for the event taking place. The date for each Festival shall be set so as not to interfere with previously planned events at or near the Properties.

4. Article 4 Accounting and Recordkeeping Procedures is hereby deleted in its entirety and a new Article 4 Accounting and Recordkeeping Procedures 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 1 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 to add the following paragraphs:

S. 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.

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

U. 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.

V. 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. Exhibits 1, 3, 4 and Exhibit 6 are hereby substituted for, and in all references replaces, that Exhibits 1, 3, 4 and 6 which was attached to, referenced and made a part of the Original Agreement.

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

"LICENSEE":

Witnesses:

OFFERDAHL'S HAND-OFF FOUNDATION, INC.

Morgan McLaughlin
Morgan McLaughlin

Print Name

[Signature]
Johnny Williams

Print Name

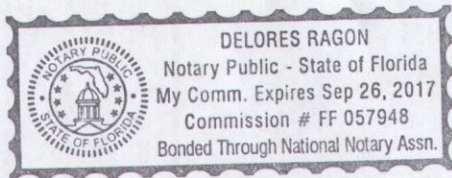
By: [Signature]

John Offerdahl, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of June, 2017 by John Offerdahl as President of Offerdahl's Hand-Off Foundation, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced FLD (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Delores Ragon
(Name of Acknowledger Typed, Printed or Stamped)

FF057948
Commission Number