

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day
of _____, 20__, 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

FLIPPIN' DOGS, LLC, a Florida limited liability company, with
a mailing address of 4870 Dockside Drive, Apt. G, Coconut Creek,
Florida 33063, hereinafter referred to as "LICENSEE."

WHEREAS, the parties entered into an agreement on January 22, 2018, to allow the
LICENSEE to utilize the city's East and West Concession Stands, with an updated address
located at 1700 NE 8th Street, buildings 920 and 960, respectively, to provide concessionaire
services ("Original Agreement"); and

WHEREAS, the CITY and LICENSEE have mutually agreed to extend the Original
Agreement for one (1) additional one-year period; amend certain terms and conditions, and
include additional provisions 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 terms and conditions contained within the Original Agreement between CITY
and LICENSEE, effective January 22, 2018, a copy of which is attached hereto and made a part

hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. That Article 27, City's Right to Authorize Use of the City Properties, is hereby deleted in its entirety.

4. That Section A, "Scope of Services," of Exhibit "A," to the Original Agreement is hereby amended as follows:

A. Scope of Services: Prior to start of services Licensee and City shall conduct a walkthrough of the facility and any required repairs by the City shall be conducted at the City's expense. Services shall not start until equipment is functioning at an acceptable level by both parties.

a) Licensee shall use concession stands only provided by the City; Trailers/Trucks will not be permitted in any of the City Parks.

...

v) Alcoholic Beverages may be sold at the Four Fields Softball Complex and Baseball Complex. The Licensee agrees to obtain and pay for all permits, licenses, and business taxes, including Alcoholic Beverage Licenses and Broward County Health Department certifications as necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Licensee. Copies of appropriate licenses or proof of application for said licenses shall be provided to the City upon start of services. The Licensee shall comply with all City, County, State and Federal rules, regulations and laws, as related to alcohol sales and distribution, as may be amended from time to time. Alcoholic sales shall be limited to products covered under 2COP license type. The decision to serve or refuse service of Alcoholic beverages to any individual shall be the sole responsibility of the Licensee.

The City of Pompano Beach's Policy for Distribution and Consumption of Alcoholic Beverages on City Properties, is hereto attached as Exhibit "E," incorporated into and made a part of this Agreement.

5. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending January 21, 2020.

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

"CITY":

CITY OF POMPAÑO BEACH

Witnesses:

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

By: _____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **REX HARDIN** 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:

FLIPPIN' DOGS, LLC

SM

SCOTT R. MOORE

Print Name

MB

Melanie Heminger

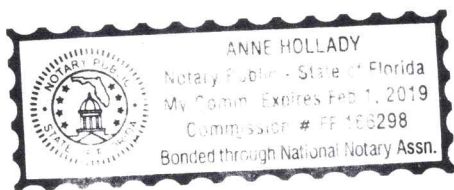
Print Name

By: *Meredith E. Castellano*
Meredith E. Castellano, Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26 day of December, 2018 by Meredith E. Castellano as Manager of Flippin' Dogs, LLC, a Florida limited liability company, on behalf of the company. She 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

TAL:jrm
12/26/18
L:agr/recr/2019-296