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Reso. 2019-54 - 1st Amendment Agreement

Reso. 2018-63 - Original Agreement

RESOLUTION NO. 2019- 54

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FLIPPIN' DOGS, LLC; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to the License Agreement between the City of Pompano Beach and Flippin' Dogs, LLC, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Flippin' Dogs, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of January, 2019.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

TAL/jrm
12/26/18
l:reso/2019-58

Orig. 7

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the 14 day
of January, 2019, 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":

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Moraway

By: [Signature]
REX HARDIN, MAYOR

Shelly R. Bartholomew

By: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

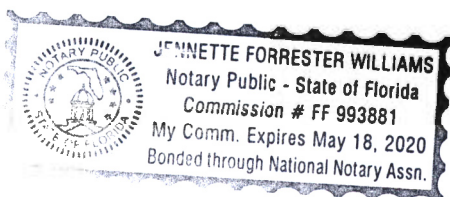
APPROVED AS TO FORM:

By: [Signature]
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of January, 2019 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:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

FLIPPIN' DOGS, LLC

[Signature]

SCOTT R. MOORE

Print Name

[Signature]

Melanie Heminger

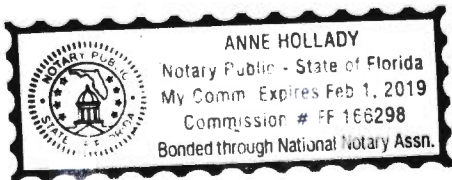
Print Name

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

Exhibit E

City of Pompano Beach ("City") Policy For Distribution and Consumption of Alcoholic Beverages on City Properties

The distribution and consumption of sale of beer, wine and spirits (collectively "alcohol") shall be allowed at activities on City Properties subject to the following rules and procedures.

1. The distribution of alcohol shall be prohibited on City Properties during any Event intended for children under age 21.
2. Only alcohol distributed by Contractor's approved vendors may be allowed or consumed on City Properties; no outside alcohol shall be allowed.
3. All Contractor's vendors authorized to provide alcohol on City Properties shall be required to indemnify and hold harmless the City, its officers, agents, employees, and volunteers, from any and all claims for liability arising directly or indirectly out of alcohol sales or consumption. Proof of insurance acceptable to the City's Risk Manager shall be required to satisfy this indemnification obligation prior to any alcohol sales taking place.
4. Prior to any activities taking place on City Properties, all Contractor's approved vendors authorized shall have received written approval from the City's Risk Manager that their Certificate of Liability Insurance includes the requisite coverage for alcohol sales.
5. Police or security officers shall be authorized to prohibit the distribution or consumption of alcohol to any person that appears intoxicated. Police or security officers are also authorized to order persons that appear intoxicated to immediately leave the City Properties.
6. Persons serving alcohol shall be at least 21 years old, properly trained in such service, and not be allowed to consume alcohol immediately before, during, or following a activity. Any server violating this policy shall be immediately ordered to leave the City Properties by Contractor, police or a security officer.
7. Servers shall be responsible to verify that persons attempting to purchase alcohol are of legal drinking age. Alcohol sales shall be denied to persons who are not able to provide photo identification evidencing proof of legal drinking age upon request. Servers shall be required to refuse to provide alcohol to any person who appears intoxicated.
8. Signs shall be posted at the concession areas on the City Properties which state that all persons must be of legal drinking age to receive and consume alcohol, that alcohol sales are limited to two (2) drinks per person per transaction, and that servers reserve the right to refuse service to any person who appears intoxicated.
9. The distribution of alcohol shall cease at least thirty (30) minutes before the official end of all activities on the City Properties. The cutoff of alcohol sales shall be determined according to the schedule of activities Contractor provided to, and approved by, City.