

FIRST AMENDMENT TO FACILITY USE AGREEMENT

This FIRST AMENDMENT TO FACILITY USE AGREEMENT ("First Amendment") is made and entered into this 28 day of NOV, 2023, by and between CITY OF FORT LAUDERDALE, FLORIDA, a Florida municipal corporation, ("CITY"), whose address is 100 N. Andrews Ave., Fort Lauderdale, Florida 33301, and FLORIDA BEACH BOWL INC., a Florida Not For Profit Corporation ("USER"), whose address is 2045 Biscayne Blvd, Suite 490, Miami, FL 33137.

RECITALS

WHEREAS, the CITY and FLORIDA BEACH BOWL INC., entered in a Facility Use Agreement on June 15, 2023, granting USER the right, license, and privilege to occupy and use the premises branded and presently known as DRV PNK Stadium on December 28, 2023 (hereinafter "Facility Use Agreement"); and

WHEREAS, Paragraph 16 of the Facility Use Agreement provides that "[n]o modification, amendment or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document duly executed by both parties, with the same formality as this Agreement"; and

WHEREAS, USER seeks to change the date of use from December 28, 2023 to December 13, 2023 at the request of the National Collegiate Athletic Association;

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency are hereby acknowledged, the CITY and USER agree as follows:

1. The recitations set forth above are true and correct and are incorporated herein. Initial capitalized terms or other such terms used herein shall have the same meaning given such terms in the Lease, unless otherwise defined herein or unless the context otherwise indicates.
2. Amendments.
 - a. Section 2 TERM. of the Facility Use Agreement is hereby amended as follows:

"USER shall have use of the Stadium, on Wednesday, December 13, 2023, subject to the rights, title and interest of MIAMI BECKHAM outlined in the Comprehensive Agreement (the "Period of Use")."
 - b. Section 4. USE OF THE PREMISES. of the Facility Use Agreement is hereby amended as follows:

"USER shall use and occupy the Stadium on Wednesday, December 13, 2023, for the exclusive and limited purpose of hosting a football bowl game between a Historically Black College or University ("HBCU") Bowl Game and a Mid-Major Division 1 football program. The Stadium shall not be used for any other purpose whatsoever without the written consent of the CITY. USER covenants that it will not, without written consent of the CITY, permit the Stadium to be used or occupied by any person, firm, entity, or corporation other than USER and its agents. USER shall not permit the Stadium to be used or occupied in any manner which will violate any laws or regulations of any governmental authority. USER shall not use or authorize the use of the Stadium in any manner which would have a material detrimental impact on the Stadium."

c. Section 10. AUTHORITY OF CITY MANAGER. of the Facility Use Agreement is hereby amended as follows:

"USER shall coordinate the use of the Stadium in accordance with the terms and conditions outlined in this Agreement. The City Manager is hereby authorized to approve a substitute date of use that is a date within 30 days of December 13, 2023, upon receipt of reasonable notice from the USER and in proof of consent from MIAMI BECKHAM. Such substitute date of use shall not be an additional day of use. The City Manager shall notify USER when, in the City Manager's reasonable opinion, such activities may be or are detrimental to the public or to the CITY, or if the CITY has reason to believe that USER, its agents, subcontractors, independent contractors and/or employees have violated any law, rule or ordinance. After consultation with USER, the CITY reserves the right to eject or cause to be ejected from the Stadium any person or persons causing a disturbance and neither the CITY nor any of its officers, agents or employees shall be liable to USER for any damages that may be sustained by USER through the exercise by the CITY of such right. The decision of the City Manager in such regard shall be final and binding."


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY

WITNESSES:


Print: Scott Lyman



Print: Rebecca McLean

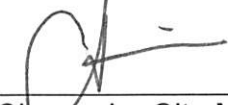
(CORPORATE SEAL)

Approved as to form and correctness:


D'Wayne M. Spence
Interim City Attorney

CITY OF FORT LAUDERDALE

By: 
Dean J. Trantalis, Mayor
28 day of Nov, 2023

By: 
Greg Chavarria, City Manager
17th day of November, 2023

ATTEST:


David R. Soloman, City Clerk



USER

WITNESSES:

FLORIDA BEACH BOWL INC., a
Florida Not For Profit Corporation,
2045 Biscayne Blvd, Suite 490, Miami,
FL 33137

Signature

By: _____
Robenson Victor, CEO/President

Print witness name above

____ day of _____, 2023

Signature

Print witness name above

(CORPORATE SEAL)

ATTEST:

Secretary Signature

Print name above

STATE OF FLORIDA;
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by **Robenson Victor**, as CEO/President of **FLORIDA BEACH BOWL INC.**, a Florida Not For Profit Corporation.

(NOTARY SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

**JOINDER AND CONSENT TO FACILITY USE AGREEMENT BETWEEN CITY OF
FORT LAUDERDALE AND FLORIDA BEACH BOWL INC. FOR THE USE OF THE
DRV PNK STADIUM ON WEDNESDAY, DECEMBER 13, 2023**

WE, THE UNDERSIGNED, DULY AUTHORIZED REPRESENTATIVES OF THE MIAMI BECKHAM UNITED LLC, A DELAWARE LIMITED LIABILITY COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA, AND ITS RESPECTIVE AFFILIATES, SUCCESSORS AND ASSIGNS ("MIAMI BECKHAM"), HAVING READ THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND FLORIDA BEACH BOWL INC. FOR THE USE OF THE DRV PNK STADIUM ON WEDNESDAY, DECEMBER 13, 2023, HEREBY CONSENT TO ALL SAID TERMS AND CONDITIONS TO BE EFFECTIVE ON THE FIRST DATE CONTAINED THEREIN.

MIAMI BECKHAM

WITNESSES:

MIAMI BECKHAM UNITED LLC, a
Delaware Limited Liability Company
authorized to transact business in Florida

Signature

By: _____
Pablo Alvarez
Vice President & General Counsel

Print witness name above

ATTEST:

Signature

Secretary signature

Print witness name above

Print Secretary name

(CORPORATE SEAL)

STATE OF FLORIDA:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by **Pablo Alvarez**, as Vice President and General Counsel for **MIAMI BECKHAM UNITED LLC**, a Delaware Limited Liability Company authorized to transact business in the State of Florida.

(SEAL)

Signature of Notary Public- State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: October 19, 2023

DOCUMENT TITLE: First Amendment to Facility Use Agreement (Between CFL and Florida Beach Bowl, Inc.)

COMM. MTG. DATE: 10/3/23 CAM #: 23-0926 ITEM #: CM-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Jolene C./5035 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☐ YES ☒ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 11/15/23

DWayne Spence
Attorney's Name

DS
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 11/16/23

3) City Manager's Office: CMO LOG #: NDV 39 Document received from: CCO 11/17/23

Assigned to: GREG CHAVARRIA ☒

ANTHONY FAJARDO ☐

SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: PER ACM: A. Fajardo (Initial/Date)

PER ACM: S. Grant (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☒ Mayor ☐ CCO Date: 11/17/23

4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Scan original and forwards 2 originals to: Jolene Chism/CAO/ext 5035

Attach certified Reso # ☐ YES ☐ NO

Original Route form to _____