

**AMENDMENT NO. 1 TO AGREEMENT NO. 18-R068916AJ
FOR CATERING SERVICES**

This Amendment No. 1 to Agreement No. 18-R068916AJ (hereinafter Amendment) is made as of this day of , 2019 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Don Miller Development Corporation, d/b/a Pier 22 Catering a Florida Corporation, whose address is 1200 1st Avenue West #200, Bradenton, FL 34205, (hereinafter Contractor).

WHEREAS, Section 2-26-46 of the County's Procurement Code permits the County to amend agreements after execution; and

WHEREAS, on November 27, 2018 the County entered into an Agreement with Contractor for catering services (Initial Agreement); and

WHEREAS, Contractor agrees to continue to provide catering services to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Term

This Amendment No. 1 extends Agreement No. 18-R068916AJ for one (1) additional year beginning November 27, 2019 through November 26, 2020.

3. Exhibit A - Scope of Services Powel Crosley Estate, Section A.03 - Service Requirements

The following service requirement is hereby incorporated into Section A.03, Service Requirement as Subsection G:

- G. If Contractor does not elect to provide a quote for a special event for the County, the County reserves the right to choose an alternative caterer at its sole discretion.

4. Exhibit A - Scope of Services Powel Crosley Estate, Section A.05 – Financial Transaction, Subsection A – Monthly Invoices and Reports

The following commission requirement in Section A.05 – Financial Transaction, Subsection A – Monthly Invoices and Reports is hereby deleted in its entirety:

“This commission amount is not permitted to be listed on the client invoice as a separate service of Facility charge rather it must be built into the client’s quoted food price.”

The revised Section A.05 – Financial Transaction, Subsection A – Monthly Invoices and Reports shall read as follows:

“Invoicing the client and collect payment directly from the client and provide the County an agreed upon commission percentage of all catered event gross receipts (Gross Receipts shall be defined as all revenues excluding any sales tax). The commission percentage of Gross Receipts shall be paid to the County by the 10th of each month and accompanied by a summary statement outlining each catered event along with a copy of the final client paid invoice. Any discrepancies shall be resolved within five (5) days of original submission.”

5. Exhibit H – Crosley Kitchen Inventory

The following items are hereby removed from the Crosley Kitchen Inventory

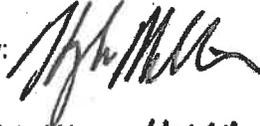
- 353 Flute Glasses
- 545 Wine Glasses
- 1000 Collin Glasses
- 447 Rocks Glasses
- 45 Wine Carafes

6. The Agreement and Amendment No. 1 represent the entire understanding between the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

**DON MILLER DEVELOPMENT
CORPORATION
d/b/a PIER 22 CATERING**

Company

By: 

Printed Name: **HUGH B. Miller**

Date: **11-14-19**

**MANATEE COUNTY, a political subdivision
Of the State of Florida**

By:

Printed Name: Theresa Webb, M.A., CPPO,
CPPB, CPSM, C.P.M.

Title: Procurement

Official

Date: