

CITY AND COUNTY OF DENVER

DEPARTMENT OF PARKS AND RECREATION

FIRST AMENDMENT TO CONCESSION LICENSE

The City and County of Denver, hereinafter referred to as the “City”, acting by and through its Manager of Parks and Recreation, hereinafter referred to as the “Manager,” pursuant to the authority granted in Section 2.4.4(C) of the Charter of the City and County of Denver, and pursuant to the manner, terms and conditions fixed by the Mayor’s Cabinet, hereby amends the March 21, 2018 Concession License with Concessionaire Flog, LLC, for the concession services at the Overland Golf Course (“Concession License”). Concessionaire, by execution of this First Amendment of Concession License, has accepted all of the terms and conditions thereof and agrees to comply with the same.

1. Section IV of the Concession License entitled “**CONCESSIONAIRE’S RESPONSIBILITIES**” subsection (J)(1) shall be amended as follows:

“1. Pre-determined Capital Improvements. Subject to the terms of this Concession License and its Terms and Conditions, Pre-determined Capital Improvements for Overland Golf Course shall include carpet replacement in the restaurant and transition flooring into the hallway adjacent to the restaurant, which shall be completed by no later than August 1, 2018; a new patio, which shall be completed by no later than December 31, 2018; purchase of an outdoor tent, which shall be completed by no later than March 1, 2019; replacement of the patio furniture, which shall be completed by no later than March 1, 2019; and replacement of restaurant furniture, including tables, chairs, and barstools which shall be completed by no later than May 1, 2020. Prior to commencing the Pre-determined Capital Improvements, the Concessionaire shall submit its proposal and costs for each project to the Director. The Director shall either approve or disapprove the Concessionaire’s proposal, either in whole or in part, within thirty (30) days of submittal. The Concessionaire shall be entitled to a credit against the future Guaranteed Annual Minimum Payment and/or Percentage Payment(s) of Gross Revenues in the amount of the verified actual costs incurred by the Concessionaire for the Pre-determined Capital Improvements projects. Promptly upon completion of all Pre- determined Capital Improvement projects, the Concessionaire shall submit final invoices or receipts documenting the actual costs of each project to the Director.”

2. Section VI of the Concession License entitled "**TERM**" shall be amended as follows:

“VI. TERM: EFFECTIVE DATE: EXPIRATION DATE:
 January 1, 2018 January 1, 2028”

3. Section VII of the Concession License entitled "**COMPENSATION TO BE PAID TO CITY**" subsection (A) shall be amended as follows:

Thousand “A. Guaranteed Annual Minimum Payment (“GAMP”) of Fifteen
Term of Dollars (\$15,000.00), to be paid on or before May 1st each year during
2018.” Concession License, with the first GAMP installment due December 1,

4. Section IX of the Concession License entitled "**INSURANCE COVERAGE**" shall be amended as follows:

“INSURANCE COVERAGE: In accordance with Sub-section 5-2 of the Terms and Conditions (Section X below), the following amounts of insurance coverage are required:

Commercial General Liability	\$1,000,000.00 per occurrence
	\$2,000,000.00 general aggregate limit
	\$1,000,000.00 products-completed operations aggregate limit
	\$1,000,000.00 personal & advertising injury
	\$300,000.00 fire damage legal
Worker’s Compensation	Colorado statutory requirements
Business Auto Liability	\$1,000,000.00 per occurrence
Liquor Liability Insurance	\$1,000,000.00

The amounts and types of insurance coverage required above shall be subject to review every four (4) years during the term of this Concession License and upon any renewal of this Concession License. If it is determined by Risk Administration for the City that changes in the amounts or types of insurance coverage are needed in order to address changed conditions or inflationary conditions, Concessionaire shall be notified, in writing, to make the required changes in insurance coverage within ninety (90) days of notification. The City has the option to require Concessionaire to carry property insurance on the

Concession Site, including business interruption coverage, with the City named as a Loss Payee.”

5. Section 1-9 of the Terms and Conditions to the Agreement is amended to read as follows:

“Gross Revenues’ shall mean the aggregate of fees, receipts, sales, and income of any kind derived directly or indirectly from the operation of the Concession after deducting any discount at the point of sale, but before deducting any costs, expenses, or losses, except applicable excise taxes collected from customers on behalf of government agencies and tips and gratuities may be deducted. If Concessionaire provides discounts the amount of which the Concessionaire is later reimbursed, then the discount shall not be deducted from Gross Revenues, but shall be included in the reported Gross Revenues.”

6. Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

7. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[ELECTRONIC SIGNATURES FOLLOW]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PARKS-201738457-01

Contractor Name: Flog, LLC

By: *P. J. DeLuca*

Name: *David K. DeLuca*
(please print)

Title: *President*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

