

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated _____, 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

LIVING WATER SURF SCHOOL LLC, a Florida limited liability company, having its office and place of business at 1627 SE7th Street, Deerfield Beach, FL 33441 hereinafter referred to as "LICENSEE."

WHEREAS, the parties entered into an agreement for a program to provide instruction in ocean awareness and surfing fundamentals on June 1, 2020, ("Original Agreement"), and approved by City Resolution No. 2020-186; and

WHEREAS, the LICENSEE has mutually agreed to amend certain terms and conditions, to substitute Exhibit A Scope of Authorization, and to extend the Original Agreement for one (1) additional one (1) year period.

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 Original Agreement effective June 1, 2020, a copy of which is attached hereto and made a part hereof as Exhibit "1," shall remain in full force and effect except as specifically amended hereinbelow.

3. The Original Agreement is amended by adding additional language as follows:

**ARTICLE 7
RESPONSIBILITIES OF LICENSEE**

...

Q. LICENSEE shall provide sufficient background information and releases to CITY should CITY, in its sole discretion and at its sole cost, desire to perform a background check on any employee or other agent of LICENSEE hereunder. CITY, in its sole discretion, reserves the right to refuse to permit any employee or agent of LICENSEE, or any of its employees, volunteers, or other agents to provide services under this Agreement. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement. Furthermore, for programs that interact with minors, LICENSEE, its employees, volunteers; subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit D, attached hereto and made a part hereof. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at the cost of LICENSEE, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

R. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S., "Employment Eligibility." This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

4. That Article 9, Miscellaneous Terms and Conditions, Paragraph D, of the Original Agreement is hereby deleted.

5. The attached Exhibit A, Scope of Authorization, is hereby substituted for, and in all references replaces, that Exhibit A, Scope of Authorization, which was attached to, referenced and made a part of the Original Agreement.

6. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending May 31, 2022.

7. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
the day and year hereinabove written.

"CITY"

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

“LICENSEE”

Witnesses:

[Signature]

ERICH STEFFEN

Print Name

Living Water Surf School LLC

By: [Signature]
William Zimmerman, Member-Manager

[Signature]

Mark A. Beaudrese

Print Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 13 day of April, 2021, William Zimmerman as the Member-Manager of Living Water Surf School LLC a Florida Limited Liability Company, on behalf of the company. She is personally known to me or who has produced Drivers license (type of identification) as identification.

NOTARY’S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Shanquanette Walker
(Name of Acknowledger Typed, Printed or Stamped)

GG 922259
Commission Number