

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the _____ day
of _____, 2017, 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

PROSERVE CONCEPTS, INC., a Florida corporation, having
its office and place of business at 814 SW 10th Street, Fort
Lauderdale, Florida 33315, hereinafter referred to as
"CONTRACTOR."

WHEREAS, the parties entered into an agreement to engage a tennis professional to
provide certain goods and service at the Municipal Tennis Center, on March 1, 2012, ("Original
Agreement"), approved by Resolution No.2012-153; and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on
June 26, 2015, approved by City Resolution No. 2015-339; and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to extend the Original
Agreement for one (1) additional one-year period, to include additional language to the Original
Agreement and to amend the corporate address of the CONTRACTOR

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and
payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement executed on March 1, 2012, and subsequently amended on June 26, 2015, shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending February 28, 2018.

4. Article 7, "Accounting and Record Keeping Procedures," of the Original Agreement shall be amended as follows:

ARTICLE 17
ACCOUNTING, RECORD KEEPING PROCEDURES AND
PUBLIC RECORDS

...

G. LICENSEE shall maintain a separate bank checking account to record all revenue generated and expenses incurred under this Agreement.

H. Public Records.

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

2. Keep and maintain public records required by the City in order to perform the service.

3. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

4. Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

5. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

I. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

5. Article 16, "Notices and Demands," of the Original Agreement shall be amended as follows:

**ARTICLE 16
NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

...

For LICENSEE:

Edward V. Sposa, Vice-President
ProServe Concepts, Inc.
~~5290 NW 53 Avenue~~ 814 SW 10th Street
~~Coconut Creek, FL 33073~~ Fort Lauderdale, Florida 33315
misposa@comcast.net
(954) 629-3946

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

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

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** 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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

PROSERVE CONCEPTS, INC., a Florida corporation

[Signature]

Jonathan Nassor
Print Name

[Signature]

Ronnie McDougle
Print Name

By: [Signature]
Signature

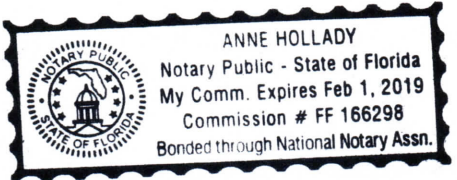
EDWARD V. SPOSA
Typed, Stamped or Printed Name

PRESIDENT
Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of Feb., 2017, by Edward V. Sposa as President of ProServe Concepts, Inc., a Florida corporation, on behalf of the corporation. He/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)

FF166298
Commission Number

:jrm
1/30/17
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